



# Wylie City Council

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## NOTICE OF MEETING

### Regular Meeting Agenda

**February 26, 2013 – 6:00 p.m.**  
**Wylie Municipal Complex**  
**Council Chambers/Council Conference Room**  
**300 Country Club Road, Building #100**

Eric Hogue ..... Mayor  
Kathy Spillyards ..... Mayor ProTem  
David Goss ..... Place 1  
Nathan Scott ..... Place 2  
Bennie Jones ..... Place 4  
Rick White ..... Place 5  
Diane Culver ..... Place 6  
Mindy Manson ..... City Manager  
Richard Abernathy ..... City Attorney  
Carole Ehrlich ..... City Secretary

*In accordance with Section 551.042 of the Texas Government Code, this agenda has been posted at the Wylie Municipal Complex, distributed to the appropriate news media, and posted on the City website: [www.wylietexas.gov](http://www.wylietexas.gov) within the required time frame. As a courtesy, the entire Agenda Packet has also been posted on the City of Wylie website: [www.wylietexas.gov](http://www.wylietexas.gov).*

*The Mayor and City Council request that all cell phones and pagers be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to respond to a page or to conduct a phone conversation.*

*The Wylie Municipal Complex is wheelchair accessible. Sign interpretation or other special assistance for disabled attendees must be requested 48 hours in advance by contacting the City Secretary's Office at 972.516.6020.*

*Hearing impaired devices are available from the City Secretary prior to each meeting.*

#### CALL TO ORDER

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*Announce the presence of a Quorum.*

#### INVOCATION & PLEDGE OF ALLEGIANCE

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#### CITIZENS COMMENTS ON NON-AGENDA ITEMS

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*Residents may address Council regarding an item that is not listed on the Agenda. Residents must provide their name and address. Council requests that comments be limited to three (3) minutes. In addition, Council is not allowed to converse, deliberate or take action on any matter presented during citizen participation.*

**CONSENT AGENDA**

*All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

- A. Consider, and act upon, approval of the Minutes of the February 12, 2013 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for January 31, 2013. (L. Bantz, Finance Director)**
- C. Consider, and place on file, the City of Wylie Monthly Investment Report for January 31, 2013. (L. Bantz, Finance Director)**
- D. Consider, and place on file, the WEDC Financial Report for January 31, 2013. (S. Satterwhite, WEDC Executive Director)**
- E. Consider, and act upon, the approval of the purchase of an excavator in an estimated amount of \$52,500.00 from Bobcat Company (Clark Equipment Co.); through a cooperative purchasing contract with BuyBoard (TASB), and to rescind an award approved by the City of Wylie Council on 11/13/2012 to Romco Equipment Company in the amount of \$56,228 for similar equipment; and authorizing the City Manager to execute any necessary documents. (L. Bantz, Finance Director)**
- F. Consider, and act upon, Ordinance No. 2013-08 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-30, Adopting the 2012 Edition of the International Building Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article III (Building Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof. (Todd White, Acting Building Official)**
- G. Consider, and act upon, Ordinance No. 2013-09 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-34, Adopting the 2012 Edition of the International Fuel Gas Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article XXII (International Fuel Gas Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof. (Todd White, Acting Building Official)**
- H. Consider, and act upon, Ordinance No. 2013-10 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-35, Adopting the 2012 International Mechanical Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article V (Mechanical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof. (Todd White, Acting Building Official)**

- I. Consider, and act upon, Ordinance No. 2013-11 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-36, Adopting the 2012 Edition of the International Plumbing Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article IV (Plumbing Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof. (Todd White, Acting Building Official)**
- J. Consider, and act upon, Ordinance No. 2013-12 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-38, Adopting the 2012 Edition of the International Residential Code for Residential Buildings, save and except the deletions and amendments set forth herein; Amending Article XIX (International Residential Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof. (Todd White, Acting Building Official)**
- K. Consider, and act upon, Ordinance No. 2013-13 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-40, Adopting the 2011 Edition of the National Electric Code for Commercial and Residential Buildings, save and except the deletions and amendments set forth herein; Amending Article VII (Electric Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof. (Todd White, Acting Building Official)**

## REGULAR AGENDA

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- 1. Consider, and act upon, a Contract with Waters Consulting Firm for a Comprehensive Compensation Study. (J. Butters, Asst. City Mgr.)**

**Executive Summary**

The City of Wylie contracted with a consulting firm in 2005 for a compensation study. The result of the 2005 study was our current pay plan which was implemented in 2006. Shortly after the current pay plan was implemented the recession of 2008 began. With the fiscal restraints of the recession, the City of Wylie was unable to fund step raises or cost of living raises for several years.

- 2. Consider, and act upon, Resolution No. 2013-05(R) authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for the reconstruction of Country Club Road from S. Parker Road to N. Parker Road. (C. Holsted, City Engineer)**

**Executive Summary**

The reconstruction of Country Club from South Parker Rd. to North Parker Rd. has been selected to receive funding from the Regional Toll Revenue (RTR) State Highway 161 Subaccount. The Advance Funding Agreement specifies the terms and conditions of the funding as well as the project cost.

3. **Consider, and act upon, Resolution No. 2013-06(R) authorizing the City Manager to execute an Engineering Services Agreement with Birkhoff, Hendricks, and Carter, L.L.P., in an amount not to exceed \$69,500 to update the 2013 Roadway CIP, Impact Fee Report and Thoroughfare Plan. (C. Holsted, City Engineer)**

**Executive Summary**

Council approved Ordinance 2007-34 which updated the Thoroughfare Impact Fees to be assessed by the City of Wylie. The Texas Local Government Code specifies that the Impact Fees must be updated at least every five years. Since the Impact Fees were last updated, the City has updated the Comprehensive Land Use Plan. The new land uses will be used to calculate the number of vehicle trips and average trip lengths which are necessary for the Impact Fee calculation.

4. **Consider, and act upon, all matters incident and related to the issuance and sale of “City of Wylie, Texas, General Obligation Refunding Bonds, Series 2013”, including the adoption of Ordinance No. 2013-14 authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized Official of the City. (L. Bantz, Finance Director)**

**Executive Summary**

The City Council heard a presentation from the City’s Financial Advisor with First Southwest Company, at its meeting on February 12, 2013. Their recommendation is that the City considers refunding the eligible 2005 General Obligation Bonds and 2005 Certificates of Obligation. The present value savings is estimated at approximately \$555,000. He recommended the City use a parameters bond ordinance to allow First Southwest to avoid potential bad days in the market to conduct the bond sale. Information detailing the proposed parameters is reflected in the ordinance.

5. **Consider, and act upon, Ordinance No. 2013-15 amending Exhibit A of Ordinance No. 2010-20 (Consolidated Fee Ordinance) and Section II (Garbage, Trash, and Brush Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of The Wylie Code of Ordinances; Providing for a penalty for the violations of this ordinance; Providing for Repealing, Savings, and Severability clauses; Providing for an effective date, of this ordinance; and Providing for the publication of the Caption Hereof. (J. Butters, Asst. City Mgr.)**

**Executive Summary**

This fee Ordinance amendment adds ten cents (.10) per month to the Extreme Green (HHW) event fee and raises the fee from .30 per month to .40 per month. This increase was agreed upon when we contracted with CWD for the HHW service. At the time we agreed to .15 for the first year, .30 for the second year, and .40 from the third year forward.

6. **Consider, and act upon, a contract renewal with Community Waste Disposal (CWD) for the provision of solid waste services and authorize the City Manager to execute a solid waste contract renewal for a term of five (5) years, effective September 1, 2013. (J. Butters, Asst. City Mgr.)**

**Executive Summary**

The solid waste contract renewal will allow the City of Wylie to avoid any rate adjustment until September 2014.

## READING OF ORDINANCES

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*Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.*

## ADJOURNMENT

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*In addition to any specifically identified Executive Sessions, Council may convene into Executive Session at any point during the open meeting to discuss any item posted on this agenda. The Open Meetings Act provides specific exceptions that require that a meeting be open. Should Council elect to convene into Executive Session, those exceptions will be specifically identified and announced. Any subsequent action, as a result of this Executive Session, will be taken and recorded in open session.*

## CERTIFICATION

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*I certify that this Notice of Meeting was posted on this 22<sup>nd</sup> day of February, 2013 at 5:00 p.m. as required by law in accordance with Section 551.042 of the Texas Government Code and that the appropriate news media was contacted. As a courtesy, this agenda is also posted on the City of Wylie website: [www.wylietexas.gov](http://www.wylietexas.gov).*

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**Carole Ehrlich, City Secretary**

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**Date Notice Removed**



# Wylie City Council

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## Minutes

Wylie City Council Meeting  
Tuesday, February 12, 2013 – 6:00 p.m.  
Wylie Municipal Complex – Council Chambers  
300 Country Club Road, Bldg. 100  
Wylie, TX 75098

### CALL TO ORDER

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*Announce the presence of a Quorum.*

Mayor Hogue called the meeting to order at 6:02 p.m. City Secretary Ehrlich took roll call with the following City Council members present: Mayor Pro Tem Kathy Spillyards, Councilwoman Diane Culver, Councilman Rick White, Councilman David Goss, Councilman Bennie Jones and Councilman Nathan Scott (arrived at 6:10).

Staff present were: City Manager, Mindy Manson; Assistant City Manager, Jeff Butters; Finance Director, Linda Bantz; Fire Chief, Randy Corbin; Planning Director, Renae' Ollie; Public Information Officer, Craig Kelly; City Secretary, Carole Ehrlich, and various support staff.

### INVOCATION & PLEDGE OF ALLEGIANCE

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- **Present Color Guard - 2nd Grade Scout Pack 5150**

Scout Leader Todd Dickson gave the invocation and members of Boy Scout Troop 5150 presented the colors and led the pledge of allegiance.

### PRESENTATIONS

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- **“Shining the Wylie Way” - 3rd 6 Weeks**

Mayor Hogue and Mayor Pro Tem Spillyards presented medallions to students demonstrating the “Wylie Way.” Each six weeks one student from each WISD campus is chosen as the “Wylie Way Student.”

- **Proclamation Honoring Junior Catholic Daughters of the Americas celebrating its 87<sup>th</sup> Anniversary on Sunday February 17, 2013** *(Mayor Eric Hogue)*

Mayor Hogue presented a proclamation to Janice Harkins and members of the Junior Catholic Daughters of the Americas recognizing their 87th year of service.

## CITIZENS COMMENTS ON NON-AGENDA ITEMS

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Lance Wallace, representing the Wylie Baseball/Softball Association, invited members of the Council to join the leagues as they open the season at Community Park on March 23, 2013.

Kerry Betts, and representatives of Family Promise of Collin County, addressed Council asking for support from the City and from local churches to assist the homeless in finding shelter and food.

## CONSENT AGENDA

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*All matters listed under the Consent Agenda are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.*

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- A. Consider, and act upon, approval of the Minutes of the January 22, 2013 Regular Meeting of the Wylie City Council. (C. Ehrlich, City Secretary)**
- B. Review, and place on file, the 2012 Wylie Police Department Annual Traffic Contact Report. (J. Duscio, Chief of Police)**
- C. Consider, and act upon, Ordinance No. 2013-05, amending the comprehensive zoning ordinance of The City of Wylie, as heretofore amended, so as to change the zoning on the hereinafter described property, zoning case number 2012-11, from Neighborhood Services (NS) District to Neighborhood Services with a Specific Use Permit (NS-SUP) District for an Animal Clinic or Hospital use limited to a lease space (Suite 110) of 2,515 square feet; providing for a penalty for the violation of this ordinance; providing for the repeal of all ordinances in conflict; providing a severability clause; and providing for an effective date. (R. Ollie, Planning and Zoning Director)**
- D. Consider, and act upon, a Vendor Application request from the group representing the Run for Heroes Event for a vendor fair at Olde City Park on April 6, 2013. (R. Diaz, Parks & Rec Superintendent)**
- E. Consider, and act upon, a Vendor Application request from the Wylie Baseball and Softball Association for vendors to sell items at Community Park on March 23, 2013. (R. Diaz, Parks & Rec Superintendent)**

## Council Action

A motion was made by Councilwoman Culver, seconded by Councilman Jones to approve the consent agenda as presented. A vote was taken and the motion passed 7-0.

## REGULAR AGENDA

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- 1. Consider, and act upon, Ordinance No. 2013-07 of the City of Wylie, Texas, amending Ordinance No. 2012-27 (2012-2013 Budget) and approving an appropriation of funds in the amount of \$55,000 to the Parks Building Fund budget and approving a deposit of \$55,000 from the Wylie Advocates for Senior Activities (WASA) as revenues into the General Fund; Providing for a repealing, savings and severability clauses, and providing for an effective date of this ordinance. (J. Butters, Asst. City Mgr.)**

#### **Staff Comments**

Assistant City Manager Butters addressed Council stating that WASA had donated \$55,000 to the City for the exclusive purpose of remodeling the former Smith Public Library for the use as a Wylie Senior Center.

Members of WASA were present to present the check for \$55,000 which came from fund raisers the organization had held.

#### **Council Action**

A motion was made by Councilman Goss, seconded by Mayor Pro Tem Spillyards to adopt Ordinance No. 2013-07 amending Ordinance No. 2012-07 (2012-2013 Budget) and approving an appropriation of funds in the amount of \$55,000 to the Parks Building Fund budget and approving a deposit of \$55,000 from the Wylie Advocates for Senior Activities (WASA) as revenues into the General Fund; providing for a repealing, savings and severability clauses, and providing for an effective date of the ordinance. A vote was taken and the motion passed 7-0.

- 2. Consider, and act upon, the appropriation of \$25,000 from Acct. # 112-5615-58830 (4B Recreation, furniture and fixtures) to Acct. # 112-5615-58910 (4B Park, Buildings) for the purpose of helping to fund the remodel of the Former Library for use as a Wylie Senior Center. (J. Butters, Asst. City Mgr.)**

#### **Staff Comments**

Assistant City Manager Butters addressed Council stating that WASA had donated \$55,000 for the purpose of remodeling the building formerly utilized as Smith Public Library, for use as a Wylie Senior Center. He explained the current budget estimate for the remodel project is \$80,000. This year's 4B budget contains funds for equipping, operating, and maintaining the building as a Wylie Senior Center. Approximately \$98,000 was budgeted for non-salary items, furniture, fixtures, minor tools, utilities, janitor service, building maintenance, etc. Approximately \$16,000 was budgeted in salaries for additional personnel and man-hours. Because the building will not be opened for at least six months of this budget year, there is plenty of room in the budget to transfer funds into the 4B Recreation building's account and utilize this funding for the purpose of the remodel.

Butters explained the last estimate to complete the construction from the architects that designed the remodel was \$80,000. Butters noted that quite a bit of work had already been donated by Tommy Pulliam Construction along with some of his sub-contractors. The contractors involved in the donations would be recognized at a future Council meeting. Butters explained that due to the substantial donations of these companies, the remainder of work might be covered with the WASA donation of \$55,000. He explained that due to bidding requirements, his fear was that if the bid was presented with the entire amount of work, it would appear that no one would bid on the project as it would look like expenditures would be greater than the bid price. The funding requested in this item would give additional flexibility to the remodel and if funding remained could be used for furniture and equipment. Mayor Hogue asked ACM Butters if the original intent of the budgeted funds was to be used for the senior center (old library).



Butters replied yes it was. Mayor Hogue asked how much Mr. Pulliam and his contractors had donated. Butters replied, thousands of dollars. Mayor Hogue and council thanked Mr. Pulliam for his contributions. Mayor Hogue asked if approved, when the remodel would be complete and the seniors could move in. ACM Butters stated he believed it should be completed in this budget year.

### **Council Action**

A motion was made by Mayor Pro Tem Spillyards, seconded by Councilman Scott to approve an appropriation of \$25,000 from Acct. #112-5615-58830 (4B Recreation, furniture and fixtures) to Acct. #112-5615=58910 (4B Park, Buildings) for the purpose of helping to fund the remodel of the Former Library for use as a Wylie Senior Center. A vote was taken and the motion passed 7-0.

- 3. Consider, and act upon, Ordinance No. 2013-06 of the City of Wylie, Texas, repealing Ordinance No. 2012-33; adopting the 2012 edition of the International Fire Code, save and except the deletions and amendments set forth herein; amending Chapter 46, Article III (Fire Code) of the Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof. (R. Corbin, Fire Chief)**

### **Staff Comments**

Fire Chief Corbin addressed Council stating that the Fire Dept. and the City are currently an Insurance Services Office (ISO) Class One rated municipality. In an effort to maintain this rating and remain proactive in fire prevention, the Wylie Fire Prevention/Community Risk Reduction Division (WFPCRRD) has been actively participating in the NCTCOG's Fire Advisory Board meetings. The goal of the WFPCRRD is to maintain and prevent deficiencies in future ISO PPC ratings due to Fire Code, and remain current in relation to industry standard Fire Code. Adoption of the 2012 International Fire Code NCTCOG regional amendments, Option B track provides a means for achieving this goal.

Chief Corbin explained that Option B was one of three options recommended by the North Central Texas Council of Governments which Fire Marshal Steve Seddig serves as a board member. He noted that NCTCOG had not finally approved the three options for amendments but felt confident they would.

### **Council Action**

A motion was made by Councilman White, seconded by Councilwoman Culver to adopt Ordinance No. 2013-06, repealing Ordinance No. 2012-33; adopting the 2012 edition of the International Fire Code, save and except the deletions and amendments set forth herein; amending Chapter 46, Article III (Fire Code) of the Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof. A vote was taken and the motion passed 7-0.

### **READING OF ORDINANCES**

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*Title and caption approved by Council as required by Wylie City Charter, Article III, Section 13-D.*

City Secretary Ehrlich read the captions to Ordinance No.'s 2013-05, 2013-06, and 2013-07 into the official records.

Mayor Hogue convened into work session at 7:00 p.m.

## WORK SESSION

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- **Discuss Potential Refunding of 4B Sales Tax Revenue Debt for Savings.** (*L. Bantz, Finance Director*)

Finance Director Bantz addressed Council stating that the purpose of this work session was to review the 2005 Certificates of Obligation and General Obligation bonds for refunding to improve interest rates on the bonds. She introduced David Medanich of First Southwest to make the presentation.

Mr. Medanich addressed Council stating that the current interest rate on the 2005 GO and CO bonds was between 4% and 5%. Current interest rates were between 2% to 3% creating a savings for the City if refunded at the lower interest rates. Depending on the actual interest rate at sale, the savings on the refunded bonds at their present value of \$7,235,000 could be as much as \$555,072. Medanich noted that refunding would not change the maturity date and the estimated savings was after all transaction costs.

He recommended a Parameter Refunding Ordinance which would give flexibility. The Council would set the parameters and authorize individuals to act once the market hit those parameters and sell the bonds. Bonds are in a "Day-to-Day" mode meaning that bonds can be priced at any time and in an interest rate environment that is advantageous to the City rather than being locked into pricing on the date of a Council meeting.

Direction from Council was to move forward with potential refunding of 4B Tax Revenue Debt for savings to be presented during a future Council meeting for consideration.

## RECONVENE INTO REGULAR SESSION

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Mayor Hogue reconvened into Regular Session at 7:19 p.m.

## ADJOURNMENT

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With no further business before the Wylie City Council, a motion was made by Councilman Jones, seconded by Councilman Scott to adjourn the meeting at 7:20 p.m. A vote was taken and the motion passed 7-0.

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**Eric Hogue, Mayor**

**ATTEST:**

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**Carole Ehrlich, City Secretary**



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Finance  
**Prepared By:** Finance  
**Date Prepared:** January 15, 2015

**Item Number:** B.  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** Revenue and Expenditure  
Monthly Report

### Subject

Consider, and place on file, the City of Wylie Monthly Revenue and Expenditure Report for January 31, 2013.

### Recommendation

Motion to accept and place on file, the City of Wylie Monthly Revenue and Expenditure Report for January 31, 2013.

### Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

**CITY OF WYLIE**  
**MONTHLY FINANCIAL REPORT**  
**January 31, 2012**

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2012-2013	CURRENT MONTH ACTUAL 2012-2013	YTD ACTUAL 2012-2013	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 33.33%
<b>GENERAL FUND REVENUE SUMMARY</b>					
TAXES	17,606,880	5,981,229	12,999,557	73.83%	A
FRANCHISE FEES	2,421,700	23,884	49,598	2.05%	B
LICENSES AND PERMITS	442,000	57,572	185,691	42.01%	
INTERGOVERNMENTAL REV.	650,000	88,169	150,996	23.23%	
SERVICE FEES	2,805,000	231,667	749,425	26.72%	C
FINES AND FORFEITURES	307,000	21,313	90,417	29.45%	
INTEREST INCOME	14,000	1,224	5,231	37.36%	D
MISCELLANEOUS INCOME	281,500	12,468	41,591	14.77%	
OTHER FINANCING SOURCES	1,772,297	1,772,297	1,772,297	100.00%	
<b>REVENUES</b>	<b>26,300,377</b>	<b>8,189,823</b>	<b>16,044,803</b>	<b>61.01%</b>	
USE OF FUND BALANCE	896,040	NA	NA	NA	E
USE OF ROLLOVER STREET FUNDS	150,000	NA	NA	NA	
<b>TOTAL REVENUES</b>	<b>27,346,417</b>	<b>NA</b>	<b>NA</b>	<b>NA</b>	
<b>GENERAL FUND EXPENDITURE SUMMARY</b>					
CITY COUNCIL	89,411	9,041	30,277	33.86%	
CITY MANAGER	706,104	63,602	234,350	33.19%	
CITY SECRETARY	261,684	18,198	73,080	27.93%	
CITY ATTORNEY	128,000	7,320	26,252	20.51%	
FINANCE	929,128	96,055	331,990	35.73%	
FACILITIES	535,153	94,441	194,264	36.30%	F
MUNICIPAL COURT	277,667	19,662	82,033	29.54%	
HUMAN RESOURCES	209,798	14,883	75,897	36.18%	
PURCHASING	92,242	6,882	28,680	31.09%	
INFORMATION TECHNOLOGY	899,050	33,169	301,103	33.49%	G
POLICE	6,056,532	420,827	2,271,457	37.50%	
FIRE	5,897,593	468,204	2,064,483	35.01%	
EMERGENCY COMMUNICATIONS	1,102,783	78,842	349,625	31.70%	
ANIMAL CONTROL	363,640	28,580	109,948	30.24%	
PLANNING	483,794	37,478	153,846	31.80%	
BUILDING INSPECTION	566,707	40,045	164,697	29.06%	
CODE ENFORCEMENT	262,035	16,352	70,074	26.74%	
STREETS	1,725,017	55,925	327,090	18.96%	
PARKS	1,631,349	106,477	495,681	30.38%	
RECREATION	0	0	0	0.00%	
LIBRARY	1,444,220	106,377	475,243	32.91%	
COMBINED SERVICES	3,672,499	194,178	898,616	24.47%	
<b>TOTAL EXPENDITURES</b>	<b>27,334,406</b>	<b>1,916,538</b>	<b>8,758,686</b>	<b>32.04%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>12,011</b>	<b>6,273,285</b>	<b>7,286,117</b>	<b>28.96%</b>	
A. Property Tax Collections for FY12-13 as of January 31 are 88.22%, in comparison to FY11-12 for the same time period 89.38%. B. Franchise Fees: The majority of franchise fees are recognized in the third and fourth quarter with electric fees making up the majority. C. Service Fees: Trash fees billed in October are applicable towards FY 2011-12 revenue with the remaining fees coming from other seasonal fees. D. Interest Income: In relation to the last 12 months the current interest is in line with projections. E. Use of Fund Balance: For Replacement/New Fleet and Equipment. F. Due to the timing of Facility maintenance purchases, expenses have increased; however, these will level out throughout the fiscal year. G. Due to the timing of technology purchases, expenses have increased; however, these will level out throughout the fiscal year.					

**CITY OF WYLIE**  
**MONTHLY FINANCIAL REPORT**  
January 31, 2012

ACCOUNT DESCRIPTION	ANNUAL BUDGET 2012-2013	CURRENT MONTH ACTUAL 2012-2013	YTD ACTUAL 2012-2013	YTD ACTUAL AS A PERCENT OF BUDGET	Benchmark 33.33%
<b>UTILITY FUND REVENUES SUMMARY</b>					
SERVICE FEES	13,365,000	854,564	2,912,375	21.79%	<b>H</b>
INTEREST INCOME	10,000	625	4,191	41.91%	
MISCELLANEOUS INCOME	40,000	4,179	14,959	37.40%	
OTHER FINANCING SOURCES	0	0	0	0.00%	
<b>TOTAL REVENUES</b>	<b>13,415,000</b>	<b>859,368</b>	<b>2,931,525</b>	<b>21.85%</b>	
<b>UTILITY FUND EXPENDITURE SUMMARY</b>					
UTILITY ADMINISTRATION	293,038	17,059	101,554	34.66%	<b>I</b>
UTILITIES - WATER	1,599,399	101,709	540,702	33.81%	
CITY ENGINEER	444,882	28,264	136,782	30.75%	<b>J</b>
UTILITIES - SEWER	908,049	40,620	322,177	35.48%	
UTILITY BILLING	356,736	26,369	114,255	32.03%	
COMBINED SERVICES	9,838,927	2,841,255	3,847,733	39.11%	
<b>TOTAL EXPENDITURES</b>	<b>13,441,031</b>	<b>3,055,276</b>	<b>5,063,203</b>	<b>37.67%</b>	
<b>REVENUES OVER/(UNDER) EXPENDITURES</b>	<b>-26,031</b>	<b>-2,195,908</b>	<b>-2,131,678</b>	<b>-15.82%</b>	
H. Most Utility Fund Revenue billed in October are applicable to FY 2011-12.					
I. Due to the timing of vehicle and heavy machinery purchases, expenses have increased; however, these will level out throughout the fiscal year.					
J. Due to the timing of vehicle and heavy machinery purchases, expenses have increased; however, these will level out throughout the fiscal year.					



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Finance  
**Prepared By:** Finance  
**Date Prepared:** January 15, 2013

**Item Number:** C.  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** Investment Report

### Subject

Consider, and place on file, the City of Wylie Monthly Investment Report for January 31, 2013.

### Recommendation

Motion to accept and place on file, the City of Wylie Monthly Investment Report for January 31, 2013.

### Discussion

The Finance Department has prepared the attached reports for the City Council as required by the City Charter.

# City Of Wylie

## 2012-2013 Investment Report January 31, 2012

Money Market Accounts:

Certificates of Deposit:

Treasury Bills:

Treasury Notes:

Government Agency Notes:

MMA
CCD
T-Bills
T-Notes
AN

Invest. Number	Principal Amount	Type Of Security	Interest Rate	Issuer	Purchase Date	Maturity Date
1	\$41,506,077.47	MMA	0.0986%	Texpool	12/31/2006	NA
2	\$15,032,783.72	MMA	0.1103%	TexStar	3/15/2011	NA
	\$56,538,861.19					

Total

Weighted Average Coupon:

Weighted Average Maturity (Days):

0.10%
1.00

Money Markets:

Certificates of Deposits:

\$56,538,861.19
\$0.00
\$56,538,861.19



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** WEDC  
**Prepared By:** Gerry Harris  
**Date Prepared:** \_\_\_\_\_

**Item Number:** D.  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 1

### Subject

Consider, and place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of January 31, 2013.

### Recommendation

Motion to place on file, the Monthly Revenue and Expense Report for the Wylie Economic Development Corporation as of January 31, 2013.

### Discussion

The Wylie Economic Development Corporation (WEDC) Board of Directors approved the attached financials on February 15, 2013.



111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT# TITLE

## ASSETS

\*\*\*\*\*

1000-10110	CLAIM ON CASH AND CASH EQUIV.	1,418,337.85
1000-10115	CASH - WEDC - INWOOD	0.00
1000-10135	INWOOD BANK - ESCROW	0.00
1000-10180	DEPOSITS	2,000.00
1000-10198	OTHER - MISC CLEARING	0.00
1000-10341	TEXPOOL	0.00
1000-10343	LOGIC	0.00
1000-10481	INTEREST RECEIVABLE	0.00
1000-11511	ACCTS REC - MISC	0.00
1000-11517	ACCTS REC - SALES TAX	0.00
1000-12810	LEASE PAYMENTS RECEIVABLE	5,929,419.07
1000-12996	LOAN RECEIVABLE	92,737.42
1000-12997	ACCTS REC - JTM TECH	0.00
1000-12998	ACCTS REC - SAVAGE	180,618.44
1000-14112	INVENTORY - MATERIAL/ SUPPLY	0.00
1000-14116	INVENTORY - LAND & BUILDINGS	2,824,298.40
1000-14118	INVENTORY - BAYCO/ SANDEN BLVD	0.00
1000-14310	PREPAID EXPENSES - MISC	0.00
1000-14410	DEFERRED CHARGES	729,554.00
		<u>11,176,965.18</u>

TOTAL ASSETS

11,176,965.18

## LIABILITIES

\*\*\*\*\*

2000-20110	FEDERAL INCOME TAX PAYABLE	0.00
2000-20111	MEDICARE PAYABLE	0.00
2000-20112	CHILD SUPPORT PAYABLE	0.00
2000-20113	CREDIT UNION PAYABLE	0.00
2000-20114	IRS LEVY PAYABLE	0.00
2000-20115	NATIONWIDE DEFERRED COMP	0.00
2000-20116	HEALTH INSUR PAY-EMPLOYEE (	208.36)
2000-20117	TMRS PAYABLE	0.00
2000-20118	ROTH IRA PAYABLE	0.00
2000-20119	WORKERS COMP PAYABLE	0.00
2000-20120	FICA PAYABLE	0.00
2000-20121	TEC PAYABLE	0.00
2000-20122	STUDENT LOAN LEVY PAYABLE	0.00
2000-20123	ALIMONY PAYABLE	0.00
2000-20124	BANKRUPTCY PAYABLE	0.00
2000-20125	VALIC DEFERRED COMP	0.00
2000-20126	ICMA PAYABLE	0.00
2000-20127	EMP. LEGAL SERVICES PAYABLE (	12.00)
2000-20130	FLEXIBLE SPENDING ACCOUNT	3,749.78
2000-20132	EMP CARE FLITE	12.00
2000-20151	ACCRUED WAGES PAYABLE	0.00
2000-20180	ADDIT EMPLOYEE INSUR PAY	0.00
2000-20199	MISC PAYROLL PAYABLE	0.00
2000-20201	AP PENDING	2,883.58
2000-20210	ACCOUNTS PAYABLE	49,806.27

111-WYLIE ECONOMIC DEVEL CORP

ACCOUNT#	TITLE		
2000-20530	PROPERTY TAXES PAYABLE	0.00	
2000-20540	NOTES PAYABLE	729,554.00	
2000-20810	DUE TO GENERAL FUND	0.00	
2000-22270	DEFERRED REVENUE	81,701.24	
2000-22275	DEFERRED REV - LEASE PRINCIPAL	5,693,766.91	
2000-22280	DEFERRED REVENUE - LEASE INT	235,648.96	
2000-22915	RENTAL DEPOSITS	1,000.00	
TOTAL LIABILITIES			6,797,902.38
EQUITY			
=====			
3000-34110	FUND BALANCE - RESERVED	441,944.04	
3000-34590	FUND BALANCE-UNRESERV/UNDESIG	3,634,651.42	
TOTAL BEGINNING EQUITY		4,076,595.46	
TOTAL REVENUE		992,679.32	
TOTAL EXPENSES		690,211.98	
REVENUE OVER/(UNDER) EXPENSES		302,467.34	
TOTAL EQUITY & OVER/(UNDER)			4,379,062.80
TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			11,176,965.18
			=====

922-GEN LONG TERM DEBT (WEDC)

ACCOUNT#	TITLE		
<b>ASSETS</b>			
=====			
1000-10312	GOVERNMENT NOTES	0.00	
1000-18110	LOAN - WEDC	0.00	
1000-18120	LOAN - BIRMINGHAM	0.00	
1000-18210	AMOUNT TO BE PROVIDED	0.00	
1000-18220	BIRMINGHAM LOAN	0.00	
			0.00
			=====
TOTAL ASSETS			0.00
			=====
<b>LIABILITIES</b>			
=====			
2000-20310	COMPENSATED ABSENCES PAYABLE	48,483.61	
2000-20311	COMP ABSENCES PAYABLE-CURRENT	0.00	
2000-21410	ACCRUED INTEREST PAYABLE	0.00	
2000-28205	WEDC LOANS - CURRENT	271,367.30	
2000-28220	BIRMINGHAM LOAN	0.00	
2000-28230	INWOOD LOAN	0.00	
2000-28234	ANB LOAN - RANDACK/HUGHES	465,090.32	
2000-28235	ANB LOAN	200,798.23	
2000-28236	ANB CONSTRUCTION LOAN	4,414,358.68	
2000-28240	HUGHES LOAN	0.00	
2000-28250	CITY OF WYLIE LOAN	0.00	
2000-28260	PRIME KUTS LOAN	0.00	
2000-28270	BOWLAND/ANDERSON LOAN	0.00	
2000-28280	CAPITAL ONE CAZAD LOAN	0.00	
			5,400,098.14
TOTAL LIABILITIES			
<b>EQUITY</b>			
=====			
3000-34590	FUND BALANCE-UNRESERV/UNDESIG(	5,138,700.89)	
	TOTAL BEGINNING EQUITY	( 5,138,700.89)	
	TOTAL REVENUE	( 549,241.14)	
	TOTAL EXPENSES	( 287,843.89)	
	REVENUE OVER/(UNDER) EXPENSES	( 261,397.25)	
	TOTAL EQUITY & OVER/(UNDER)	( 5,400,098.14)	
			=====
TOTAL LIABILITIES, EQUITY & OVER/(UNDER)			0.00
			=====

CITY OF WYLIE  
REVENUE AND EXPENSE REPORT - (UNAUDITED)  
AS OF: JANUARY 31ST, 2013

111-WYLIE ECONOMIC DEVEL CORP  
FINANCIAL SUMMARY

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>REVENUE SUMMARY</u>							
TAXES	1,743,989.00	117,903.87	0.00	266,403.67	0.00	1,477,585.33	15.28
INTEREST INCOME	120,462.00	3,777.91	0.00	17,625.13	0.00	102,836.87	14.63
MISCELLANEOUS INCOME	100,800.00	8,100.00	0.00	24,890.87	0.00	75,909.13	24.69
OTHER FINANCING SOURCES	369,722.00	33,940.89	0.00	683,759.65	0.00	( 314,037.65)	184.94
TOTAL REVENUES	2,334,973.00	163,722.67	0.00	992,679.32	0.00	1,342,293.68	42.51
	=====	=====	=====	=====	=====	=====	=====
<u>EXPENDITURE SUMMARY</u>							
DEVELOPMENT CORP-WEDC	2,863,747.00	183,781.54	1,194.19	690,211.98	14,178.45	2,159,356.57	24.60
TOTAL EXPENDITURES	2,863,747.00	183,781.54	( 1,194.19)	690,211.98	14,178.45	2,159,356.57	24.60
	=====	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENDITURES	( 528,774.00)	( 20,058.87)	( 1,194.19)	302,467.34	( 14,178.45)	( 817,062.89)	54.52-

CITY OF WYLIE  
REVENUE AND EXPENSE REPORT - (UNAUDITED)  
AS OF: JANUARY 31ST, 2013

111-WYLIE ECONOMIC DEVEL CORP  
REVENUES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>TAXES</u>							
4000-40150 REV IN LEIU OF TAXES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-40210 SALES TAX	<u>1,743,989.00</u>	<u>117,903.87</u>	<u>0.00</u>	<u>266,403.67</u>	<u>0.00</u>	<u>1,477,585.33</u>	<u>15.28</u>
TOTAL TAXES	1,743,989.00	117,903.87	0.00	266,403.67	0.00	1,477,585.33	15.28
<u>INTEREST INCOME</u>							
4000-46050 CERTIFICATE OF DEPOSIT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46110 ALLOCATED INTEREST EARNINGS	<u>2,000.00</u>	<u>109.73</u>	<u>0.00</u>	<u>501.37</u>	<u>0.00</u>	<u>1,498.63</u>	<u>25.07</u>
4000-46140 TEXPOOL INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46143 LOGIC INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-46150 INTEREST EARNINGS	<u>118,462.00</u>	<u>3,668.18</u>	<u>0.00</u>	<u>17,123.76</u>	<u>0.00</u>	<u>101,338.24</u>	<u>14.46</u>
4000-46210 BANK MONEY MARKET INTEREST	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL INTEREST INCOME	120,462.00	3,777.91	0.00	17,625.13	0.00	102,836.87	14.63
<u>MISCELLANEOUS INCOME</u>							
4000-48110 RENTAL INCOME	98,400.00	8,100.00	0.00	24,200.00	0.00	74,200.00	24.59
4000-48310 RECOVERY - PRIOR YEAR EXPEN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-48410 MISCELLANEOUS INCOME	<u>2,400.00</u>	<u>0.00</u>	<u>0.00</u>	<u>690.87</u>	<u>0.00</u>	<u>1,709.13</u>	<u>28.79</u>
4000-48430 GAIN/LOSS SALE OF CAP ASSET	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MISCELLANEOUS INCOME	100,800.00	8,100.00	0.00	24,890.87	0.00	75,909.13	24.69
<u>OTHER FINANCING SOURCES</u>							
4000-49160 TRANSFER FROM GENERAL FUND	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4000-49325 BANK NOTE PROCEEDS	0.00	0.00	0.00	548,935.00	0.00	( 548,935.00)	0.00
4000-49550 LEASE PRINCIPAL PAYMENTS (O	<u>369,722.00</u>	<u>33,940.89</u>	<u>0.00</u>	<u>134,824.65</u>	<u>0.00</u>	<u>234,897.35</u>	<u>36.47</u>
TOTAL OTHER FINANCING SOURCES	369,722.00	33,940.89	0.00	683,759.65	0.00	( 314,037.65)	184.94
<u>TOTAL REVENUES</u>							
	<u>2,334,973.00</u>	<u>163,722.67</u>	<u>0.00</u>	<u>992,679.32</u>	<u>0.00</u>	<u>1,342,293.68</u>	<u>42.51</u>

CITY OF WYLIE  
REVENUE AND EXPENSE REPORT - (UNAUDITED)  
AS OF: JANUARY 31ST, 2013

111-WYLIE ECONOMIC DEVEL CORP  
DEVELOPMENT CORP-WEDC  
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>PERSONNEL SERVICES</u>							
5611-51110 SALARIES	174,809.00	13,446.86	0.00	53,787.44	0.00	121,021.56	30.77
5611-51130 OVERTIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51140 LONGEVITY PAY	1,253.00	0.00	0.00	1,156.00	0.00	97.00	92.26
5611-51145 SICK LEAVE BUYBACK	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51160 CERTIFICATION INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51170 PARAMEDIC INCENTIVE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51210 CAR ALLOWANCE	11,320.00	870.78	0.00	3,483.12	0.00	7,836.88	30.77
5611-51220 PHONE ALLOWANCE	3,924.00	981.00	0.00	2,265.09	0.00	1,658.91	57.72
5611-51230 CLOTHING ALLOWANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51310 TMRS	22,649.00	1,881.34	0.00	8,181.18	0.00	14,467.82	36.12
5611-51410 HOSPITAL & LIFE INSURANCE	31,349.00	1,982.01	0.00	9,638.37	0.00	21,710.63	30.75
5611-51415 EXECUTIVE HEALTH PLAN	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-51420 LONG-TERM DISABILITY	603.00	76.44	0.00	191.10	0.00	411.90	31.69
5611-51440 FICA	10,991.00	853.46	0.00	1,609.86	0.00	9,381.14	14.65
5611-51450 MEDICARE	2,571.00	199.60	0.00	904.86	0.00	1,666.14	35.19
5611-51470 WORKERS COMP PREMIUM	566.00	14.52	0.00	416.36	0.00	149.64	73.56
5611-51480 UNEMPLOYMENT COMP (TWC)	540.00	0.00	0.00	0.00	0.00	540.00	0.00
TOTAL PERSONNEL SERVICES	260,575.00	20,306.01	0.00	81,633.38	0.00	178,941.62	31.33
<u>SUPPLIES</u>							
5611-52010 OFFICE SUPPLIES	13,750.00	91.00	0.00	216.83	0.00	13,533.17	1.58
5611-52040 POSTAGE & FREIGHT	980.00	6.40	0.00	29.95	41.00	909.05	7.24
5611-52130 TOOLS/ EQUIP - UNDER \$1000	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-52810 FOOD SUPPLIES	5,000.00	154.44	0.00	878.29	172.78	3,948.93	21.02
5611-52990 OTHER	5,000.00	0.00	0.00	0.00	0.00	5,000.00	0.00
TOTAL SUPPLIES	24,730.00	251.84	0.00	1,125.07	213.78	23,391.15	5.41
<u>MATERIALS FOR MAINTENANC</u>							
5611-54630 TOOLS & EQUIPMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-54810 COMPUTER HARD/SOFTWARE	3,000.00	213.96	0.00	379.80	0.00	2,620.20	12.66
5611-54990 OTHER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL MATERIALS FOR MAINTENANC	3,000.00	213.96	0.00	379.80	0.00	2,620.20	12.66
<u>CONTRACTUAL SERVICES</u>							
5611-56030 INCENTIVES	1,289,347.00	88,926.40	0.00	243,465.51	10,000.00	1,035,881.49	19.66
5611-56040 SPECIAL SERVICES	61,720.00	7,913.20	0.00	11,004.53	725.00	49,990.47	19.00
5611-56080 ADVERTISING	43,474.00	625.00	0.00	7,375.00	0.00	36,099.00	16.96
5611-56090 COMMUNITY DEVELOPMENT	41,750.00	0.00	0.00	21,146.11	680.00	19,923.89	52.28
5611-56110 COMMUNICATIONS	4,260.00	346.39	0.00	1,259.37	253.85	2,746.78	35.52
5611-56180 RENTAL	21,600.00	1,694.00	0.00	8,288.90	194.00	13,117.10	39.27
5611-56210 TRAVEL & TRAINING	31,895.00	2,150.00	0.00	2,236.23	2,064.47	27,594.30	13.48
5611-56250 DUES & SUBSCRIPTIONS	9,088.00	280.00	0.00	2,110.00	0.00	6,978.00	23.22
5611-56310 INSURANCE	1,803.00	0.00	0.00	0.00	0.00	1,803.00	0.00
5611-56510 AUDIT & LEGAL SERVICES	22,750.00	730.50	0.00	2,832.50	0.00	19,917.50	12.45
5611-56570 ENGINEERING/ARCHITECTURAL	20,000.00	0.00	0.00	2,800.00	0.00	17,200.00	14.00
5611-56610 UTILITIES-ELECTRIC	3,500.00	207.91	0.00	525.06	47.35	2,927.59	16.35
TOTAL CONTRACTUAL SERVICES	1,551,187.00	102,873.40	0.00	303,043.21	13,964.67	1,234,179.12	20.44

CITY OF WYLIE  
REVENUE AND EXPENSE REPORT - (UNAUDITED)  
AS OF: JANUARY 31ST, 2013

111-WYLIE ECONOMIC DEVEL CORP  
DEVELOPMENT CORP-WEDC  
DEPARTMENTAL EXPENDITURES

	CURRENT BUDGET	CURRENT PERIOD	PRIOR YEAR PO ADJUST.	Y-T-D ACTUAL	Y-T-D ENCUMBRANCE	BUDGET BALANCE	% OF BUDGET
<u>DEBT SERVICE &amp; CAP. REPL</u>							
5611-57110 DEBT SERVICE	673,755.00	55,136.33	0.00	395,508.02	0.00	278,246.98	58.70
5611-57710 BAD DEBT EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DEBT SERVICE & CAP. REPL	673,755.00	55,136.33	0.00	395,508.02	0.00	278,246.98	58.70
<u>CAPITAL OUTLAY</u>							
5611-58110 LAND-PURCHASE PRICE	300,000.00	0.00	0.00	395,334.00	0.00	( 95,334.00)	131.78
5611-58120 DEVELOPMENT FEES	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58150 LAND-BETTERMENTS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58210 STREETS & ALLEYS	40,000.00	0.00	0.00	0.00	0.00	40,000.00	0.00
5611-58410 SANITARY SEWER	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58810 COMPUTER HARD/SOFTWARE	3,000.00	0.00	0.00	0.00	0.00	3,000.00	0.00
5611-58830 FURNITURE & FIXTURES	2,500.00	0.00	0.00	2,472.50	0.00	27.50	98.90
5611-58910 BUILDINGS	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-58995 CONTRA CAPITAL OUTLAY	0.00	0.00	0.00	( 494,284.00)	0.00	494,284.00	0.00
TOTAL CAPITAL OUTLAY	345,500.00	0.00	0.00	( 96,477.50)	0.00	441,977.50	27.92-
<u>OTHER FINANCING (USES)</u>							
5611-59111 TRANSFER TO GENERAL FUND	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100.00
5611-59190 TRANSFER TO THOROUGHFARE IMP	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5611-59990 PROJECT ACCOUNTING	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL OTHER FINANCING (USES)	5,000.00	5,000.00	0.00	5,000.00	0.00	0.00	100.00
<u>TOTAL DEVELOPMENT CORP-WEDC</u>							
TOTAL DEVELOPMENT CORP-WEDC	2,863,747.00	183,781.54	0.00	690,211.98	14,178.45	2,159,356.57	24.60
<u>TOTAL EXPENDITURES</u>							
TOTAL EXPENDITURES	2,863,747.00	183,781.54	0.00	690,211.98	14,178.45	2,159,356.57	24.60
<u>REVENUE OVER (UNDER) EXPENDITURES</u>							
REVENUE OVER (UNDER) EXPENDITURES	( 528,774.00)	( 20,058.87)	0.00	302,467.34	( 14,178.45)	( 817,062.89)	54.52-

\*\*\* END OF REPORT \*\*\*

Wylie Economic Development Corporation  
**AVOIDED TAX SUB LEDGER - Ascend Custom Extrusion**  
January 31, 2013

2011 Amt. Received	COW Tax	WISD Tax	1/5 of July COW	1/5 of July WISD	Total Payment	Pmt. Date	Ck. #
August	4,257.03	7,766.75	851.41	1,553.35	14,428.54		
September	4,257.03	7,766.75	851.41	1,553.35	14,428.54		
October	4,257.03	7,766.75	851.41	1,553.35	14,428.54		
November	4,257.03	7,766.75	851.41	1,553.35	14,428.54		
December	4,257.03	7,766.75	851.41	1,553.35	14,428.54	1/4/2012	WISD-52923 COW-52915
Total	21,285.15	38,833.75	4,257.05	7,766.75	72,142.70		
2012 Amt. Received	COW Tax	WISD Tax	Total Payment				
January	4,257.03	7,766.75	12,023.78				
February	4,257.03	7,766.75	12,023.78				
March	4,257.03	7,766.75	12,023.78				
April	4,257.03	7,766.75	12,023.78				
May	4,257.03	7,766.75	12,023.78				
June	4,257.03	7,766.75	12,023.78				
July	4,257.03	7,766.75	12,023.78				
August	4,257.03	7,766.75	12,023.78				
September	4,257.03	7,766.75	12,023.78			9/21/2012	WISD-57472 COW-57459
Total	38,313.27	69,900.75		108,214.02			
2012-2013							
October	4,256.23	7,766.75	12,022.98				
November	4,257.03	7,766.85	12,023.88				
December	4,257.03	7,766.75	12,023.78				
January	4,257.03	7,766.75	12,023.78				
February							
March							
Total	17,027.32	31,067.10	48,094.42				



Wylie Economic Development Corporation  
Balance Sheet Sub ledger  
January 31, 2013

**Notes Payable**

		Date of Purchase	Payment	Beginning Bal.	Principal	Interest	Rate of Interest	Principal Balance
January 1, 2013								\$5,397,647.85
ANBTX	MARTINEZ (#27 of 60)	10/28/10	8,200.66	367,420.08	7,525.03	675.63	2.95	359,895.05
ANBTX	ACE (#17 of 180)	8/1/11	36,828.67	4,589,574.57	18,929.83	18,929.83	4.55	4,570,644.74
ANBTX	HUGHES/RANDACK(#2 OF 60;	10/23/12	10,107.00	540,653.20	8,249.41	1,857.59	3.99	532,403.79
January 31, 2013					34,704.27	\$21,463.05		\$5,462,943.58

Note: Principal and Interest payments vary by date of payment.

Wylie Economic Development Corporation  
Inventory Subledger  
January 31, 2013

**Inventory - Land**

	Date of Pur.	Address	Acreage	Improvements		Cost Basis
				Value	Sq. Ft.	
McMasters	7/12/05	709 Cooper	0.48		n/a	202,045.00
Heath	12/28/05	706 Cooper	0.46	32,005	3,625	186,934.22
Perry	9/13/06	707 Cooper	0.491		n/a	200,224.00
Bowland/Anderson	10/9/07	Cooper Dr.	0.372		n/a	106,418.50
KCS	8/1/08	Cooper Dr.	0.406		n/a	60,207.87
Duel Products	9/7/12	704 Cooper Dr.	0.5		n/a	127,452.03
Randack	10/23/12	711-713 Cooper Dr.	1.089	400,000	8,880	400,334.00
Hughes	7/25/06	211 - 212 Industrial R.O.W.	0.74	209,801	10,000	420,361.21
Prime Kuts	10/8/07	207 Industrial R.O.W.	0.18 0.20	182,223	4,550	41,585.26 229,284.00
Cazad	3/17/08	210 Industrial	0.11 0.27	128,083	n/a 3,900	77,380.45 200,781.55
Ferrell	9/29/05	2806 F.M. 544	1.09		n/a	239,372.00
Sale of R.O.W.	2/14/07		-0.09			-20,094.48
Crossroads	6/12/09	2804 F.M. 544	0.44	24,696	2,800	171,842.02
Regency Pk.	6/4/10	25 Steel Road	0.65		n/a	25,170.77
Premier Plaza-ACE	8/26/05	Martinez Lane	22.44		96,000	-639,000.00
Sale to Savage	5/28/08		-3.87			-98,917.20
SAF-Holland	12/14/10	Martinez Lane	1.33		n/a	-225,514.65
Premier Industrial Park	7/12/07	Hensley	3.2		n/a	155,000.00
		Total	30.48	976,808	129,755	2,824,298.40

\*A Journal entry was made by auditors to adjust the cost of the Hughes land by \$4,638.79. This amount was for taxes owed and therefore not part of the land value.

\*Prime Kuts total purchase price was \$306,664.45. The distribution between 207 Industrial and R.O.W. purchased was developed by Seller for tax purposes.

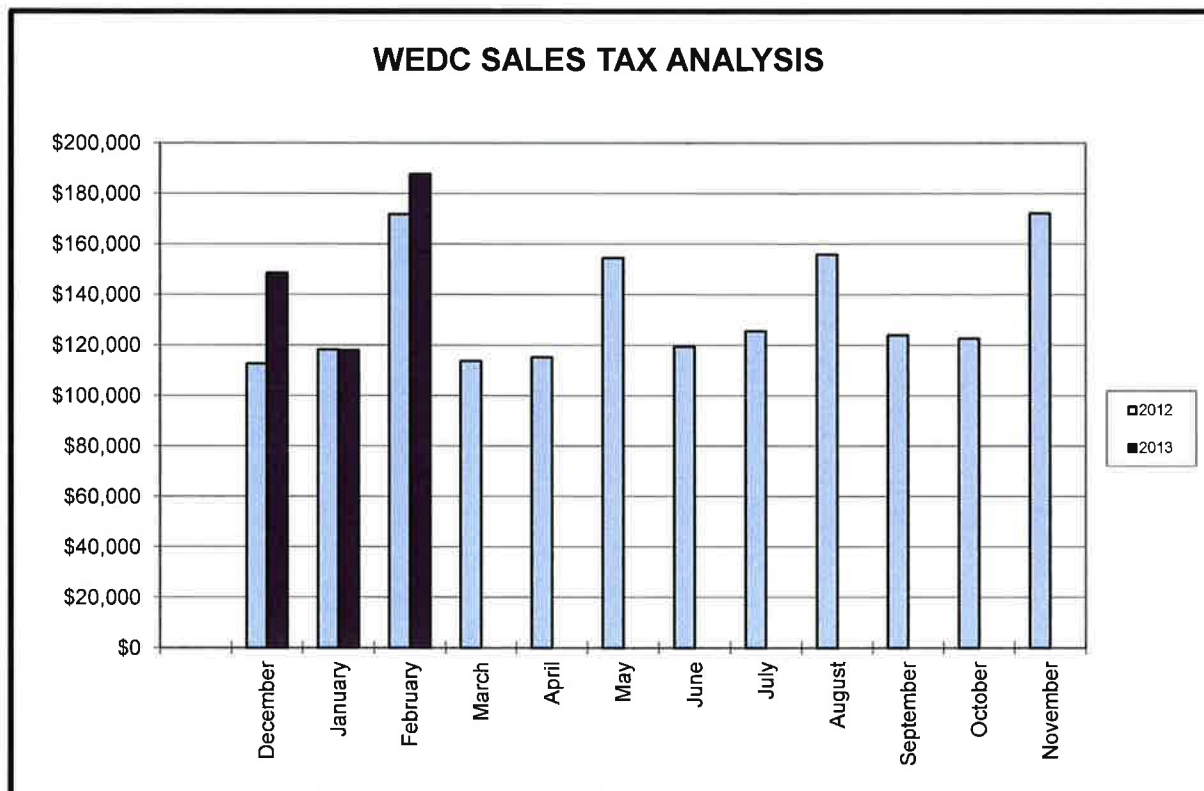
\*Should lease to term and not execute purchase option, WEDC liable to reimburse ACE for Holland property purchase (\$112,500).

# WYLIE ECONOMIC DEVELOPMENT CORPORATION

## SALES TAX REVENUE

FOR THE MONTH OF FEBRUARY 2013

MONTH	WEDC 2011	WEDC 2012	WEDC 2013	DIFF 12 VS 13	% DIFF 12 VS 13
DECEMBER	\$103,687	\$112,676	\$148,500	\$35,824	31.79%
JANUARY	100,999	118,175	117,904	-271	-0.23%
FEBRUARY	158,204	171,759	187,682	15,923	9.27%
MARCH	104,670	113,571			
APRIL	98,463	115,114			
MAY	158,379	154,424			
JUNE	116,832	119,326			
JULY	119,527	125,555			
AUGUST	157,310	155,875			
SEPTEMBER	123,153	123,863			
OCTOBER	118,827	122,650			
NOVEMBER	163,346	172,141			
Sub-Total	\$1,523,400	\$1,605,130	\$454,086	\$51,475	12.79%
AUDIT ADJ					
TOTAL	\$1,523,400	\$1,605,130	\$454,086	\$51,475	12.79%





# Wylie City Council

## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Mike Sferra-Public Services  
**Prepared By:** Glenna Hayes-Purchasing  
**Date Prepared:** February 19, 2013

**Item Number:** E.  
*(City Secretary's Use Only)*  
**Account Code:** 611-5712-58850  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** \_\_\_\_\_

### Subject

Consider, and act upon, the approval of the purchase of an excavator in an estimated amount of \$52,500.00 from Bobcat Company (Clark Equipment Co.); through a cooperative purchasing contract with BuyBoard (TASB), and to rescind an award approved by the City of Wylie Council on 11/13/2012 to Romco Equipment Company in the amount of \$56,228 for similar equipment; and authorizing the City Manager to execute any necessary documents.

### Recommendation

Motion to approve the purchase of an excavator in an estimated amount of \$52,500.00 from Bobcat Company (Clark Equipment Co.); through a cooperative purchasing contract with BuyBoard (TASB), and to rescind an award approved by the City of Wylie Council on 11/13/2012 to Romco Equipment Company in the amount of \$56,228 for similar equipment; and authorizing the City Manager to execute any necessary documents.

### Discussion

The purchase of an excavator for the Public Works Department was previously approved by Council on November 13, 2012. The Department was informed in January 2013, that the ECR48C Volvo Excavator was no longer being manufactured and that there was no new direct replacement for the unit. After reviewing and rejecting a "demo" unit, The City's purchase order #47569 was canceled on February 15, 2013. The Department is therefore, recommending that Council rescind the award to Romco Equipment Company Sales in the amount of \$56,228.00.

Staff is also recommending the purchase of a Bobcat E50 Compact Excavator in an estimated amount of \$52,500.00 from Bobcat Company (Clark Equipment Company). The excavator will be a new piece of equipment and will be used to affect repairs for the City's water and sewer systems, as well as on small street projects where the use of a standard size back-hoe cannot be navigated. Future expenses for this unit will be routine maintenance, and will be included in annual operating budgets.

The City is authorized to purchase from a cooperative purchasing program with another local government or a local cooperative organization pursuant to Section 271 Subchapter F of the Local Government Code; and by doing so satisfied any State Law requiring local governments to seek competitive bids for items. (Buy Board contract # 345-10; Wylie Contract # W2013-18-I Revised)



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Building Inspection  
**Prepared By:** Leisa Price  
**Date Prepared:** February 18, 2013

**Item Number:** F.  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Ordinance

### Subject

Consider, and act upon, Ordinance No. 2013-08 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-30, Adopting the 2012 Edition of the International Building Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article III (Building Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

### Recommendation

Motion to approve Ordinance No. 2013-08 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-30, Adopting the 2012 Edition of the International Building Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article III (Building Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance.

### Discussion

In the interest of advancing uniformity in efficient design and safety of building systems by promoting a common code regionally, the North Central Texas Council of Government's encourages member jurisdictions in North Central Texas to adopt the recommended code along with their respective regional amendments.

See attached ordinance and amendments.

## **ORDINANCE NO. 2013-08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REPEALING ORDINANCE NO. 2012-30; ADOPTING THE 2012 EDITION OF THE INTERNATIONAL BUILDING CODE FOR COMMERCIAL BUILDINGS, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; AMENDING ARTICLE III (BUILDING CODE) OF CHAPTER 22 (BUILDINGS AND BUILDING REGULATIONS) OF PART II OF THE WYLIE CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to repeal Wylie Ordinance No. 2012-30; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to amend Article III (Building Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to adopt the 2012 Edition of the International Mechanical Code for commercial buildings, save and except the deletions and amendments set forth below (the "2012 International Building Code for Commercial Buildings").

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

**SECTION 1: Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Ordinance No. 2012-30 Repealed.** Wylie Ordinance No. 2012-30 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 2012-30 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 2012-30 occurring before the effective date of this Ordinance.

**SECTION 3: Adoption of the 2012 International Building Code For Commercial Buildings.** The 2012 International Building Code for Commercial Buildings, copyrighted by the

International Code Council, Inc., save and except the amendments set forth in Exhibit “A”, attached hereto and incorporated herein for all purposes (“2012 International Building Code for Commercial Buildings”), is hereby adopted, prescribing regulations applicable to all commercial or nonresidential structures and existing premises and constitutes minimum requirements and standards for construction applications. The 2012 International Building Code for Commercial Buildings is made a part of this Ordinance as if fully set forth herein. One (1) copy of the 2012 International Building Code for Commercial Buildings is on file in the office of the City Secretary of Wylie being marked and designated as the 2012 International Building Code for Commercial Buildings.

SECTION 4: Amendment to Article III (Building Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances. Article III (Building Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances, is hereby amended to reflect the adoption of the 2012 International Building Code for Commercial Buildings, including any amendments set forth in Exhibit “A”.

SECTION 5: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect. A reference in any ordinance to an earlier or different version of a building code is hereby amended to refer to the 2012 International Building Code for Commercial Buildings as it is adopted herein or may be subsequently amended.

SECTION 6: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 26<sup>th</sup> day of February 2013.**

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Eric Hogue, Mayor

**ATTESTED AND CORRECTLY  
RECORDED:**

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Carole Ehrlich, City Secretary

**Date(s) of Publication: March 6, 2013, in the Wylie News**



## EXHIBIT “A”

### Local Amendments to the 2012 International Building Code

The following sections, paragraphs, and sentences of the *2012 International Building Code* are hereby amended as follows: Standard type is text from the IBC. Underlined type is text inserted. ~~Lined through type is deleted text from IBC.~~

#### Explanation of Options A, B and C:

Please note that as there is a wide range in fire-fighting philosophies / capabilities of cities across the region, OPTION “A”, OPTION “B” and OPTIION “C” are provided in the Fire and Building Code amendments. Jurisdictions should choose one or the other based on their fire-fighting philosophies / capabilities when adopting code amendments. **The City of Wylie hereby adopts Option B.**

***Section 109; add Section 109.7, 109.7.1, 109.7.2 and 109.8 to read as follows:***

#### **109.7 Work without a permit.**

**109.7.1 Investigation.** Whenever work for which a permit is required by this code has been commenced without first obtaining a permit, a special investigation shall be made before a permit may be issued for such work.

**109.7.2 Fee.** An investigation fee, in addition to the permit fee, shall be collected whether or not a permit is subsequently issued. The investigation fee shall be equal to the amount of the permit fee required by this code or the city fee schedule as applicable. The payment of such investigation fee shall not exempt the applicant from compliance with all other provisions of either this code or the technical codes nor from penalty prescribed by law.

**109.8 Unauthorized cover up fee.** Any work concealed without first obtaining the required inspection in violation of Section 110 shall be assessed a fee as established by the city fee schedule.

*(Reason: This fee is not a fine or penalty but is designed to compensate for time and to remove incentive to attempt to evade permits and code compliance. Text taken from former Uniform Administrative Code.)*

***Section 110.3.5; jurisdiction has the option to delete depending on local inspection policies.***

*(Reason: Lath or gypsum board inspections are not normally performed in this area.)*

***Section 202; amend definition of Ambulatory Care Facility to read as follows:***

**AMBULATORY CARE FACILITY.** Buildings or portions thereof used to provide medical, surgical, psychiatric, nursing or similar care on a less than 24-hour basis to individuals who are rendered incapable of self-preservation by the services provided. This group may include but not be limited to the following:

- Dialysis centers
- Sedation dentistry

Ordinance No. 2013-08

Repealing Ordinance No. 2012-30

Adopting the 2012 Edition of the International Building Code for Commercial Buildings  
623113.1

- Surgery centers
- Colonic centers
- Psychiatric centers

*(Reason: To clarify the range of uses included in the definition. [Explanatory note related to **Ambulatory Care Facilities**: This group of uses as defined in Chapter 2 includes a medical or dental office where persons are put under for dental surgery or other services. Section 903.2.2 will now require such uses to be sprinklered if on other than the floor of exit discharge or if four or more persons are put under on the level of exit discharge. Recommend (1.) jurisdictions document any pre-existing non-conforming conditions prior to issuing a new C of O for a change of tenant and, (2.) On any medical or dental office specify on C of O the maximum number of persons permitted to be put under general anesthesia.]*

*It is recommended that before a Certificate of Occupancy is issued, a letter of intended use from the business owner shall be included and a C of O documenting the maximum number of care recipients incapable of self-preservation allowed.)*

**Section 202; add definition of Assisting Living Facilities to read as follows.**

**ASSISTED LIVING FACILITIES.** *A building or part thereof housing persons, on a 24-hour basis, who because of age, mental disability or other reasons, live in a supervised residential environment which provides personal care services. The occupants are capable of responding to an emergency situation without physical assistance from staff.*

*(Reason: The code references Assisted Living facilities and definition was deleted)*

**Section 202; amend definition of “Atrium” to read as follows:**

**ATRIUM.** *An opening connecting ~~two~~ three or more stories... {Balance remains unchanged}*

*(Reason: Accepted practice in the region based on legacy codes. Section 1009 permits unenclosed two story stairways under certain circumstances.)*

**Section 202; {No amendment necessary}**

**Option A**

**Section 202; amend definition to read as follows:**

**Option B**

**HIGH-RISE BUILDING.** *A building with an occupied floor located more than ~~7555~~ feet (~~22 860 mm~~) (16 764 mm) above the lowest level of fire department vehicle access.*

*(Reason: To define high-rise, as it influences sprinkler requirement thresholds based on the fire-fighting capabilities of a jurisdiction. This correction needed for Option B cities only as a basic definition of High Rise is now provided.)*

**Section 303.1.3; add a sentence to read as follows:**

**303.1.3 Associated with Group E occupancies.** A room or space used for assembly purposes that is associated with a Group E occupancy is not considered a separate occupancy except when applying the assembly requirements of Chapter 10 and 11.

*(Reason: To clarify that egress and accessibility requirements are applicable for assembly areas, i.e. cafeteria, auditoriums, etc.)*

**Section 304.1; add the following to the list of occupancies:**

Fire stations

Police stations with detention facilities for 5 or less

*(Reason: Consistent with regional practice dating back to the legacy codes.)*

**Section 307.1; add the following sentence to Exception 4:**

4. Cleaning establishments... {text unchanged} ...with Section 707 or 1-hour horizontal assemblies constructed in accordance with Section 711 or both. See also IFC Chapter 12, Dry Cleaning Plant provisions.

*(Reason: To call attention to detailed requirements in the Fire Code.)*

**Section 403.1, Exception 3; amended to read as follows:**

1. {existing unchanged}
2. {existing unchanged}
3. Open air portions of buildings ~~Buildings~~ with a Group A-5 occupancy in accordance with Section 303.6.
4. {existing unchanged}
5. {existing unchanged}

*(Reason: To clarify enclosed portions are not exempt.)*

**Section 403.3, Exception; delete exception #2.**

1. {existing unchanged}
2. Delete

*(Reason: To provide adequate fire protection to enclosed areas.)*

**Section 404.5; delete exception.**

*(Reason: Consistent with amended atrium definition.)*

**Section 406.3.2; add item 3 to read as follows:**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}

3. A separation is not required between a Group R-2 and U carport provided that the carport is entirely open on all sides and that the distance between the two is at least 10 feet (3048 mm).

*(Reason: Simplifies the fire separation distance and eliminates the need to obtain opening information on existing buildings when adding carports in existing apartment complexes. Consistent with legacy codes in effect in region for years and no record of problems with car fires spreading to apartments as a result.)*

**Section 406.8; add a second paragraph to read as follows:**

This occupancy shall also include garages involved in minor repair, modification and servicing of motor vehicles for items such as lube changes, inspections, windshield repair or replacement, shocks, minor part replacement and other such minor repairs.

*(Reason: To further clarify types of service work allowed in a repair garage, as well as to correspond with definition in the IFC.)*

**Section 506.2.2; add sentence to read as follows:**

**506.2.2 Open Space Limits.** Such open space shall be either on the same lot or dedicated for public use and shall be accessed from a street or approved fire lane. In order to be considered as accessible, if not in direct contact with a street or fire lane, a minimum 10-foot wide pathway meeting fire department access from the street or approved fire lane shall be provided.

*(Reason: To define what is considered accessible. Consistent with regional amendment to IFC 504.1.)*

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**Section 509.3; Delete Section**

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**Section 712.1.8, amend item 5 to read as follows:**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}
4. {existing unchanged}
5. Is not open to a corridor in Group I and ~~RH~~ occupancies.
6. {existing unchanged}
7. {existing unchanged}

*(Reason: To be consistent with regionally accepted practices.)*

**Section 713.14.1 Elevator Lobby. Exceptions: 4.3 amended to read as follows:**

<p><b>Option A</b> <b>Section 713.14.1; Exception 4.3</b> {No amendment necessary}</p>
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**Option B**

**Section 713.14.1; Exception 4.3** Elevators serving floor levels over ~~7555~~ feet (22-860 mm)(16 764 mm) above the lowest level of fire department vehicle access in high rise buildings.

*(Reason: This correction needed for Option B cities only as a basic definition of High Rise is now provided.)*

**Section 903.1.1; amended to read as follows:**

**[F] 903.1.1 Alternative protection.** Alternative automatic fire-extinguishing systems complying with Section 904 shall be permitted in lieu of ~~addition to~~ automatic sprinkler protection where recognized by the applicable standard ~~and, or as approved by the fire code official.~~

*(Reason: Such alternative systems do not provide the reliability of automatic sprinkler protection in general. An applicant could pursue an Alternate Method request to help mitigate the reliability issues with these alternative systems with the fire code official if so desired, or there may be circumstances in which the fire code official is acceptable to allowing an alternate system in lieu of sprinklers, such as kitchen hoods or paint booths. This also meets with local practices in the region.)*

**Section 903.2; add the following:**

**[F] 903.2 Where required.** Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described in Sections 903.2.1 through 903.2.12. Automatic Sprinklers shall not be installed in elevator machine rooms, elevator machine spaces, and elevator hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances. Storage shall not be allowed within the elevator machine room. Signage shall be provided at the entry doors to the elevator machine room indicating "ELEVATOR MACHINERY – NO STORAGE ALLOWED."

*(Reason: Firefighter and public safety. This amendment eliminates the shunt trip requirement of the International Building Code Section 3006.5 for the purpose of elevator passenger and firefighter safety. This amendment is contingent on the Building Code amendment eliminating the Exceptions to Section 3006.4, such that passive fire barriers for these areas are maintained. This also meets with local practices in the region.)*

**Section 903.2; delete the exception.**

*(Reason: The exception deletion is due to the fact that such telecom areas pose an undue fire risk to the structural integrity of the building. This also meets with local practices in the region.)*

**Section 903.2.9; add Section 903.2.9.3 to read as follows:**

**[F] 903.2.9.3 Self-service storage facility.** An automatic sprinkler system shall be installed throughout all self-service storage facilities.

**Exception:** One-story self-service storage facilities that have no interior corridors, with a one-hour fire barrier separation wall installed between every storage compartment.

*(Reason: Fire departments are unable to inspect these commercial occupancies and are unaware of the contents being stored. This also meets with local practices in the region.)*

## Option A

**Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, and 903.2.11.8, as follows:**

**[F] 903.2.11.3 Buildings 55 feet or more in height.** An automatic sprinkler system shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1509 of the *International Building Code*, ~~having an occupant load of 30 or more~~ that is located 55 feet (16 764 mm) or more above the lowest level of fire department vehicle access.

### Exceptions:

- ~~1. Airport control towers.~~
- ~~2. Open parking structures in compliance with Section 406.5 of the Building Code.~~
- ~~3. Occupancies in Group F-2.~~

**903.2.11.7 High-Piled Combustible Storage.** For any building with a clear height exceeding 12 feet (4572 mm), see IFC Chapter 32 to determine if those provisions apply.

**903.2.11.8 Spray Booths and Rooms.** New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

## Option B

**Section 903.2.11; change 903.2.11.3 and add 903.2.11.7, 903.2.11.8, and 903.2.11.9 as follows:**

**903.2.11.3 Buildings 35 feet or more in height.** An automatic sprinkler system shall be installed throughout buildings with a floor level, other than penthouses in compliance with Section 1509 of the *International Building Code*, ~~having an occupant load of 30 or more~~ that is located 55<sup>35</sup> feet (46<sup>764</sup>10 668mm) or more above the lowest level of fire department vehicle access.

### Exceptions:

- ~~1. Airport control towers.~~
- ~~2. Open parking structures in compliance with Section 406.5 of the International Building Code.~~
- ~~3. Occupancies in Group F-2.~~

**903.2.11.7 High-Piled Combustible Storage.** For any building with a clear height exceeding 12 feet (4572 mm), see IFC Chapter 32 to determine if those provisions apply.

**903.2.11.8 Spray Booths and Rooms.** New and existing spray booths and spraying rooms shall be protected by an approved automatic fire-extinguishing system.

**903.2.11.9 Buildings Over 6,000 sq. ft.** An automatic sprinkler system shall be installed throughout all buildings with a building area over 6,000sq.ft. For the purpose of this provision, fire walls shall not define separate buildings.

**Exception:** Open parking garages in compliance with Section 406.5 of the *International Building Code*.

*(Reason: Reflects regional practices.)*

**Section 903.3.1.1.1; amended to read as follows:**

**[F] 903.3.1.1.1 Exempt locations.** When approved by the fire code official, automatic sprinklers shall not be required in the following rooms or areas where such ...*{text unchanged}*... because it is damp, of fire-resistance-rated construction or contains electrical equipment.

1. Any room where the application of water, or flame and water, constitutes a serious life or fire hazard.
2. Any room or space where sprinklers are considered undesirable because of the nature of the contents, when approved by the code official.
3. Generator and transformer rooms, under the direct control of a public utility, separated from the remainder of the building by walls and floor/ceiling or roof/ceiling assemblies having a fire-resistance rating of not less than 2 hours.
4. ~~In rooms or areas that are of noncombustible construction with wholly noncombustible contents.~~
5. ~~Fire service access~~ Elevator machine rooms, machinery spaces, and hoist ways, other than pits where such sprinklers would not necessitate shunt trip requirements under any circumstances.
6. {Delete.}

*(Reason: Gives more direction to code official. Exception 4 deleted to provide protection where fire risks are poorly addressed. Amendment 903.2 addresses Exception 5 above relative to the elimination of sprinkler protection in these areas to avoid the shunt trip requirement.)*

**Section 903.3.1.2.2; add the following:**

**[F]Section 903.3.1.2.2 Attics, Open Breezeways, and Attached Garages.** Sprinkler protection is required in attic spaces of such buildings two or more stories in height, open breezeways, and attached garages.

*(Reason: Open breezeways already require sprinkler protection in Section 1026.6, Exception 4. Attic protection is required in accordance with existing regional practice and issues with fire exposure via soffit vents, as well as firefighter safety. Attached garages already require sprinkler via NFPA 13R – re-emphasis.)*

**Section 903.3.1.3; add the following:**

**[F]903.3.1.3 NFPA 13D sprinkler systems.** Automatic sprinkler systems installed in one- and two-family dwellings, Group R-3 and R-4 congregate living facilities and townhouses shall be permitted to be installed throughout in accordance with NFPA 13D or in accordance with state law.

*(Reason: To allow the use of the Plumbing section of the IRC and recognize current state stipulations in this regard.)*

**Section 903.3.5 Water Supplies; add a second paragraph to read as follows:**

**[F]**Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10 psi safety factor. Reference Section IFC 507.4 for additional design requirements.

*(Reason: To define uniform safety factor.)*

**Section 903.4 Sprinkler system supervision and alarms; add a second paragraph after the exceptions to read as follows:**

**[F]**Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*(Reason: To avoid significant water losses. Consistent with amendment to IFC 905.9.)*

**Section 903.4.2 Alarms; add second paragraph to read as follows:**

**[F]**The alarm device required on the exterior of the building shall be a weatherproof horn/strobe notification appliance with a minimum 75 candela strobe rating, installed as close as practicable to the fire department connection.

*(Reason: Fire department connections are not always located at the riser; this allows the fire department faster access.)*

**Section 905.2 Installation standard; amended to read as follows:**

**[F]905.2 Installation standard.** Standpipe systems shall be installed in accordance with this section and NFPA 14. Manual dry standpipe systems shall be supervised with a minimum of 10 psig and a maximum of 40 psig air pressure with a high/low alarm.

*(Reason: To define manual dry standpipe supervision requirements. Helps ensure the integrity of the standpipe system via supervision, such that open hose valves will result in a supervisory low air alarm.)*

**Add Section 905.3.9 and exception to read as follows:**

**[F]905.3.9 Building area.** In buildings exceeding 10,000 square feet in area per story, Class I automatic wet or manual wet standpipes shall be provided where any portion of the building's interior area is more than 200 feet (60960 mm) of travel, vertically and horizontally, from the nearest point of fire department vehicle access.



**Exception:** Automatic dry and semi-automatic dry standpipes are allowed as provided for in NFPA 14.

*(Reason: Allows for the rapid deployment of hose lines to the body of the fire.)*

**Section 905.4, item 5; change to read as follows:**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}
4. {existing unchanged}
- [F]5.** Where the roof has a slope less than four units vertical in 12 units horizontal (33.3-percent slope), each standpipe shall be provided with a two-way a-hose connection shall be located to serve the roof or at the highest landing of a stairway with stair access to the roof provided in accordance with Section 1009.16. An additional hose connection shall be provided at the top of the most hydraulically remote standpipe for testing purposes.
6. {existing unchanged}

*(Reason: Maintains previously adopted amendment for the following purpose. Reduced the amount of pressure required to facilitate testing, and provides backup protection for fire fighter safety.)*

**Section 905.4 Location of Class I standpipe hose connections; add the following item7:**

**[F]7.** When required by this Chapter, standpipe connections shall be placed adjacent to all required exits to the structure and at two hundred feet (200') intervals along major corridors thereafter.

*(Reason: Allows for the rapid deployment of hose lines to the body of the fire.)*

**Section 905.9 Valve supervision; add a second paragraph after the exceptions to read as follows:**

**[F]**Sprinkler and standpipe system water-flow detectors shall be provided for each floor tap to the sprinkler system and shall cause an alarm upon detection of water flow for more than 45 seconds. All control valves in the sprinkler and standpipe systems except for fire department hose connection valves shall be electrically supervised to initiate a supervisory signal at the central station upon tampering.

*(Reason: To avoid significant water losses. Consistent with amendment to IFC 903.4.)*

**Add Section 907.1.4 to read as follows:**

**[F] 907.1.4 Design standards.** All alarm systems new or replacement shall be addressable. Alarm systems serving more than 20 smoke detectors shall be analog addressable.

**Exception:** Existing systems need not comply unless the total building remodel or expansion initiated after the effective date of this code, as adopted, exceeds 30% of the building. When cumulative building remodel or expansion exceeds 50% of the building must comply within 18 months of permit application.

*(Reason: Consistent with local practice and emerging technology. Reduces need for panel replacement in the future.)*

**Section 907.2.1; amended to read as follows:**

**[F] 907.2.1 Group A.** A manual fire alarm system that activates the occupant notification system in accordance with new Section 907.6 shall be installed in Group A occupancies having an occupant load of 300 or more persons or more than 100 persons above or below the lowest level of exit discharge. Group A occupancies not separated from one another in accordance with Section 707.3.9 of the *International Building Code* shall be considered as a single occupancy for the purposes of applying this section. Portions of Group E occupancies occupied for assembly purposes shall be provided with a fire alarm system as required for the Group E occupancy.

**Exception:** {unchanged.}

Activation of fire alarm notification appliances shall:

1. Cause illumination of the means of egress with light of not less than 1 foot-candle (11 lux) at the walking surface level, and
2. Stop any conflicting or confusing sounds and visual distractions.

*(Reason: Increases the requirement to be consistent with Group B requirement. Also addresses issue found in Group A occupancies of reduced lighting levels and other A/V equipment that distracts from fire alarm notification devices. Also reflects regional practice.)*

**Section 907.2.3; amended to read as follows:**

**[F] 907.2.3 Group E.** A manual fire alarm system that initiates the occupant notification signal utilizing an emergency voice/alarm communication system meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall be installed in Group E educational occupancies. When *automatic sprinkler systems* or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system. An approved smoke detection system shall be installed in Group E day care occupancies. Unless separated by a minimum of 100' open space, all buildings, whether portable buildings or the main building, will be considered one building for alarm occupant load consideration and interconnection of alarm systems.

*(Reason: To distinguish educational from day care occupancy minimum protection requirements. Further, to define threshold at which portable buildings are considered a separate building for the purposes of alarm systems.)*

**Section 907.2.3; add exception 1.1 to read as follows:**

**[F] Exceptions:**

1. A manual fire alarm system is not required in Group E educational and day care occupancies with an occupant load of 30 or less when provided with an approved automatic sprinkler system.
  - 1.1. Residential In-Home day care with not more than 12 children may use interconnected single station detectors in all habitable rooms. (For care of more than five children 2 1/2 or less years of age, see Section 907.2.6.)

*(Reason: Consistent with Texas State laws concerning day care facility requirements.)*

**Section 907.4.2 Manual fire alarm boxes to read as follows:**

**[F]**{Text unchanged}.....Sections 907.4.2.1 through 907.4.2. 6. 7

*(Reason: Added number 907.4.2.7.)*

**Add Section 907.4.2.7 to read as follows:**

**[F] 907.4.2.7 Type.** Manual alarm initiating devices shall be an approved double action type.

*(Reason: Helps to reduce false alarms. Consistent with regional requirements.)*

**Add Section 907.6.1.1 to read as follows:**

**[F] 907.6.1.1 Wiring Installation.** All fire alarm systems shall be installed in such a manner that a failure of any single initiating device or single open in an initiating circuit conductor will not interfere with the normal operation of other such devices. All signaling line circuits (SLC) shall be installed in such a way that a single open will not interfere with the operation of any addressable devices (Class A). Outgoing and return SLC conductors shall be installed in accordance with NFPA 72 requirements for Class A circuits and shall have a minimum of four feet separation horizontal and one foot vertical between supply and return circuit conductors. The initiating device circuit (IDC) from an addressable input (monitor) module may be wired Class B, provided the distance from the addressable module to the initiating device is ten feet or less.

*(Reason: To provide uniformity in system specifications and guidance to design engineers. Improves reliability of fire alarm devices and systems.)*

**Add Section 907.6.5.3 to read as follows:**

**[F] 907.6.5.3 Communication requirements.** All alarm systems, new or replacement, shall transmit alarm, supervisory and trouble signals descriptively to the approved central station, remote supervisory station or proprietary supervising station as defined in NFPA 72, with the correct device designation and location of addressable device identification. Alarms shall not be permitted to be transmitted as a General Alarm or Zone condition.

*(Reason: To assist responding personnel in locating the emergency event.)*

**Section 910.1; change Exception 2 to read as follows:**{existing unchanged}

**[F]2.** Where areas of buildings are equipped with early suppression fast-response (ESFR) sprinklers, ~~automatic-only manual~~ smoke and heat vents shall ~~not~~ be required within these areas. Automatic smoke and heat vents are prohibited.

*(Reason: Allows the fire department to control the smoke and heat during and after a fire event.)*

**Section 910.2 Where required to read as follows:**

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[F]{Text unchanged}.....Sections 910.2.1 and through 910.2.24

(Reason: Added numbers 910.2.3 and 910.2.4)

**Add subsections 910.2.3 with exceptions to read as follows:**

**[F] 910.2.3 Group H.** Buildings and portions thereof used as a Group H occupancy as follows:

1. In occupancies classified as Group H-2 or H-3, any of which are more than 15,000 square feet (1394 m<sup>2</sup>) in single floor area.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

2. In areas of buildings in Group H used for storing Class 2, 3, and 4 liquid and solid oxidizers, Class 1 and unclassified detonable organic peroxides, Class 3 and 4 unstable (reactive) materials, or Class 2 or 3 water-reactive materials as required for a high-hazard commodity classification.

**Exception:** Buildings of noncombustible construction containing only noncombustible materials.

(Reason: Provides an acceptable alternative for large storage and manufacturing occupancies, rather than requiring interior rated exit passageways, as has been allowed for many years.)

**Add subsections 910.2.4 to read as follows:**

**[F] 910.2.4 Exit access travel distance increase.** Buildings and portions thereof used as a Group F-1 or S-1 occupancy where the maximum exit access travel distance is increased in accordance with Section 1016.2.2.

(Reason: Provides an acceptable alternative for large storage and manufacturing occupancies, rather than requiring interior rated exit passageways, as has been allowed for many years.)

**Table 910.3; Change the title of the first row of the table from “Group F-1 and S-1” to include “Group H” and to read as follows:**

Group H, F-1 and S-1

(Reason: Consistency with the amendment 910.2.3 to include Group H.)

**Add Section 912.2.3 to read as follows:**

**[F] 912.2.3 Hydrant distance.** An approved fire hydrant shall be located within 100 feet of the fire department connection as the fire hose lays along an unobstructed path.

(Reason: Consistent with regional practices.)

**Section 913.1; add second paragraph and exception to read as follows:**

**[F]**When located on the ground level at an exterior wall, the fire pump room shall be provided with an exterior fire department access door that is not less than 3 ft. in width and 6 ft. – 8 in. in height, regardless

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of any interior doors that are provided. A key box shall be provided at this door, as required by IFC Section 506.1.

**Exception:** When it is necessary to locate the fire pump room on other levels or not at an exterior wall, the corridor leading to the fire pump room access from the exterior of the building shall be provided with equivalent fire resistance as that required for the pump room, or as approved by the fire code official. Access keys shall be provided in the key box as required by IFC Section 506.1.

*(Reason: This requirement allows fire fighters safer access to the fire pump room. The requirement allows access without being required to enter the building and locate the fire pump room interior access door during a fire event. The exception recognizes that this will not always be a feasible design scenario for some buildings, and as such, provides an acceptable alternative to protect the pathway to the fire pump room.)*

**Section 1007.1; add the following Exception 4:**

**Exceptions:**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}
4. Buildings regulated under State Law and built in accordance with State registered plans, including any variances or waivers granted by the State, shall be deemed to be in compliance with the requirements of Section 1007.

*(Reason: To accommodate buildings regulated under Texas State Law and to be consistent with amendments to Chapter 11.)*

**Section 1007.5; Platform lifts, amended to read as follows:**

**1007.5 Platform lifts.** Platform (wheelchair) lifts . . . required *accessible route* in Section 1109.78, Items 1 through ~~9~~10. Standby power. {remainder unchanged}

*(Reason: Editorial.)*

**Section 1008.1.9.4; amend exceptions 3 and 4 as follows:**

**Exceptions:**

1. {existing unchanged}
2. {existing unchanged}
3. Where a pair of doors serves an *occupant load* of less than 50 persons in a Group B, F, M or S occupancy. {Remainder unchanged}
4. Where a pair of doors serves a Group A, B, F, M or S occupancy. {Remainder unchanged}
5. {existing unchanged}

*Reason: Application to M occupancies reflects regional practice; No. 4 expanded to Group A due to it being a similar scenario to other uses; No. 4 was regional practice.*

**Section 1008.1.9.9; change to read as follows:**

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**1008.1.9.9 Electromagnetically locked egress doors.** Doors in the *means of egress* in buildings with an occupancy in Group A, B, E, I-1, I-2, M, R-1 or R-2 and doors to tenant spaces in Group A, B, E, I-1, I-2, M, R-1 or R-2 shall be permitted to be electromagnetically locked if equipped with *listed* hardware that incorporates a built-in switch and meet the requirements below: *{remaining text unchanged}*

*(Reason: Regional practice to permit such locks due to the presence of trained staff.)*

**Section 1015; add new section 1015.7 to read as follows:**

**1015.7 Electrical Rooms.** For electrical rooms, special exiting requirements may apply. Reference the electrical code as adopted.

*(Reason: Cross reference necessary for coordination.)*

**Section 1016; add new section 1016.2.2 to read as follows:**

**1016.2.2 Roof Vent Increase.** In buildings that are one story in height, equipped with automatic heat and smoke roof vents complying with Section 910 and equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1, the maximum exit access travel distance shall be 400 feet for occupancies in Group F-1 or S-1.

*(consistent with regional practice)*

**Section 1018.1; add exception 6 to read as follows:**

1. *{existing unchanged}*
2. *{existing unchanged}*
3. *{existing unchanged}*
4. *{existing unchanged}*
5. *{existing unchanged}*
6. In Group B office buildings, corridor walls and ceilings within single tenant spaces need not be of fire-resistive construction when the tenant space corridor is provided with system smoke detectors tied to an approved automatic fire alarm. The actuation of any detector shall activate alarms audible in all areas served by the corridor.

*(Reason: To reduce redundant requirements in a single tenant situation. Intended to be consistent with regional amendment to IFC.*

**Section 1018.6; amended to read as follows:**

**1018.6, Corridor Continuity.** ~~Fire-Resistance-Rated~~ All corridors shall be continuous from the point of entry to an *exit*, and shall not be interrupted by intervening rooms. *{Remainder unchanged}*

*{Exception unchanged}*

*(Reason: Once in corridor, corridor should not be interrupted or discontinuous.)*

**Section 1026.6; amended exception 4 to read as follows:**

**Exceptions:** {Exceptions 1 through 3 unchanged}

4. Separation from the ~~interior~~ open-ended corridors of the building... {remaining text unchanged}

(Reason: To clarify that Section 1022.7, i.e., the 180 degree rule is applicable; and is further reinforced by new Exception 4.4.)

**Section 1028.1.1.1; delete.**

(Reason: Unenforceable.)

**Section 1101.2; Add exception to read as follows:**

Exceptions: Projects registered with the Architectural Barriers Division of the Texas Department of Licensing and Regulation shall be deemed to be in compliance with the requirements of this Chapter.

(Reason: To accommodate buildings regulated under state law.)

**Table 1505.1; delete footnote c and replace footnote b with the following:**

a. {existing unchanged}

b. Non-classified roof coverings shall be permitted on buildings of U occupancies having not more than 120 sq. ft. of protected roof area. When exceeding 120 sq. ft. of protected roof area, buildings of U occupancies may use non-rated non-combustible roof coverings.

c. [delete]

(Reason: Conforms to regional practice affording increased fire protection.)

**Section 1505.7; delete the section**

(Reason: Conforms to regional practice.)

**Section 1510.1; add a sentence to read as follows:**

**1510.1 General.** Materials and methods of applications used for recovering or replacing an existing roof covering shall comply with the requirements of Chapter 15. All individual replacement shingles or shakes shall be in compliance with the rating required by Table 1505.1.

{text of exception unchanged}

(Reason: Relocated the text to more appropriate place. Previously was footnote "b" to Table 1505.1)

**Section 2901.1; add a sentence to read as follows:**

**[P] 2901.1 Scope.** {existing text to remain} The provisions of this Chapter are meant to work in coordination with the provisions of Chapter 4 of the International Plumbing Code. Should any conflicts arise between the two chapters, the Building Official shall determine which provision applies.

(Reason: Gives building official discretion.)

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**Section 2902.1; add a second paragraph to read as follows:**

In other than E Occupancies, the minimum number of fixtures in Table 2902.1 may be lowered, if requested in writing, by the applicant stating reasons for a reduced number and approved by the Building Official.

*(Reason: To allow flexibility for designer to consider specific occupancy needs.)*

**Table 2902.1; amended footnote f to read as follows:**

- a. {existing unchanged}
- b. {existing unchanged}
- c. {existing unchanged}
- d. {existing unchanged}
- e. {existing unchanged}
- f. Drinking fountains are not required in M Occupancies with an occupant load of 100 or less, B Occupancies with an occupant load of 25 or less, and for dining and/or drinking establishments.
- g. {existing unchanged}

**Section 2902.1.3; add new Section 2902.1.3 to read as follows:**

**2902.1.3 Additional fixtures for food preparation facilities.** In addition to the fixtures required in this Chapter, all food service facilities shall be provided with additional fixtures set out in this section.

**2902.1.3.1 Hand washing lavatory.** At least one hand washing lavatory shall be provided for use by employees that is accessible from food preparation, food dispensing and ware washing areas. Additional hand washing lavatories may be required based on convenience of use by employees.

**2902.1.3.2 Service sink.** In new or remodeled food service establishments, at least one service sink or one floor sink shall be provided so that it is conveniently located for the cleaning of mops or similar wet floor cleaning tool and for the disposal of mop water and similar liquid waste. The location of the service sink(s) and/or mop sink(s) shall be approved by the <Jurisdiction's> health department.

**Section 3006.1; amended to read as follows:**

**3006.1, General. Access** Elevator machine rooms shall be provided. {Remainder unchanged.}

*(Reason: An elevator machine room is necessary to provide a protected space for elevator equipment that is used by the fire service, the disabled, and in the future, building occupant evacuations.)*

**Section 3006.4 {3006.5 if previous amendment adopted}; add a sentence to read as follows and delete exceptions 1 and 2:**

**[F] 3006.4. Machine Rooms and Machinery Spaces:** {text unchanged}...Storage shall not be allowed within the elevator machine room. Provide approved signage at each entry door to the elevator machine room stating "Elevator Machinery – No Storage Allowed."



(Reason: Firefighter and public safety. This amendment eliminates the shunt trip requirement of the International Building Code Section 3006.5 for the purpose of elevator passenger and firefighter safety. This amendment is contingent on the Building Code amendment eliminating the Exceptions to Section 3006.4, such that passive fire barriers for these areas are maintained. This also meets with local practices in the region.)

**Section 3109.1; amended to read as follows:**

**3109.1 General.** Swimming pools shall comply with the requirements of sections 3109.2 through 3109.5 and other applicable sections of this code; adopted ISPSC and complying with applicable state laws.

(Reason: To recognize adopted International Swimming Pool & Spa Code and “state requirements”.)

**Section 3401.65 Alternative Compliance.** Work performed in accordance with the *International Existing Building Code* shall be deemed to comply with the provisions of this chapter with prior approval from the Building Official.

(Reason: Correct typo and align with referenced standards.)

**\*\*\*3401.6 Alternative Compliance to 3401.5**

**\*\*\*3401.5 Dangerous Conditions to 3401.6**

(Reason: Correct typo and align with referenced standards.)

**Chapter 23 Wood; add to read as follows:**

The most current lumber span Tables available from the “AMERICAN WOOD COUNCIL” will be the reference standard for lumber used in span rate applications in all wood construction within THE CITY OF WYLIE. The “AWC” Span Tables will replace span tables published in the “first printing” of the 2012 International Building Code. The substitution due to deficiencies in actual span limits as revealed during destructive testing by the “Southern Pine Inspection Bureau” on 2 x 4 Southern Yellow Pine No. 2, No. 3 Construction Standard and Utility grades. The “American Wood Council” Span Tables will replace the following 2012 International Building Code Tables.

- 2308.8(1) Page 479/480
- 2308.8(2) Page 481/482
- 2308.10.2(1) Page 493/494
- 2308.10.2(2) Page 495/496
- 2308.10.3(1) Page 497/498
- 2308.10.3(2) Page 499/500
- 2308.10.3(3) Page 501/502
- 2308.10.3(4) Page 503/504
- 2308.10.3(5) Page 505/506
- 2308.10.3(6) Page 507/508



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Building Inspection  
**Prepared By:** Leisa Price  
**Date Prepared:** February 18, 2013

**Item Number:** G.  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Ordinance

### Subject

Consider, and act upon, Ordinance No. 2013-09 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-34, Adopting the 2012 Edition of the International Fuel Gas Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article XXII (International Fuel Gas Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

### Recommendation

Motion to approve Ordinance No. 2013-09 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-34, Adopting the 2012 Edition of the International Fuel Gas Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article XXII (International Fuel Gas Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance.

### Discussion

In the interest of advancing uniformity in efficient design and safety of building systems by promoting a common code regionally, the North Central Texas Council of Government's encourages member jurisdictions in North Central Texas to adopt the recommended code along with their respective regional amendments.

See attached ordinance and amendments.

**ORDINANCE NO. 2013-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REPEALING ORDINANCE NO. 2012-34, ADOPTING THE 2012 EDITION OF THE INTERNATIONAL FUEL GAS CODE FOR COMMERCIAL BUILDINGS, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; AMENDING ARTICLE XXII (INTERNATIONAL FUEL GAS CODE) OF CHAPTER 22 (BUILDINGS AND BUILDING REGULATIONS) OF PART II OF THE WYLIE CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to repeal Wylie Ordinance No. 2012-34; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to amend Article XXII (International Fuel Gas Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to adopt the 2012 Edition of the International Fuel Gas Code for commercial buildings, save and except the deletions and amendments set forth below (the "2012 International Fuel Gas Code").

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Ordinance No. 2012-34 Repealed. Wylie Ordinance No. 2012-34 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 2012-34 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 2012-34 occurring before the effective date of this Ordinance.

SECTION 3: Adoption of the 2012 International Fuel Gas Code. The 2012 International Fuel Gas Code, copyrighted by the International Code Council, Inc., save and except the amendments set forth in Exhibit "A", attached hereto and incorporated herein for all purposes ("2012 International Fuel Gas Code"), is hereby adopted, prescribing regulations applicable to all

commercial and existing premises and constitutes minimum requirements and standards for commercial and existing premises construction applications. The 2012 International Fuel Gas Code is made a part of this Ordinance as if fully set forth herein. One (1) copy of the 2012 International Fuel Gas Code is on file in the office of the City Secretary of Wylie being marked and designated as the 2012 International Fuel Gas Code.

SECTION 4: Amendment to Article XXII (International Fuel Gas Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances. Article XXII (International Fuel Gas Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances, is hereby amended to reflect the adoption of the 2012 International Fuel Gas Code, including any amendments set forth in Exhibit "A".

SECTION 5: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect. A reference in any ordinance to an earlier or different version of a building code is hereby amended to refer to the 2012 International Fuel Gas Code as it is adopted herein or may be subsequently amended.

SECTION 6: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 26<sup>th</sup> day of February 2013.**

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Eric Hogue, Mayor

**ATTESTED AND CORRECTLY  
RECORDED:**

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Carole Ehrlich, City Secretary

**Date(s) of Publication: March 6, 2013, in the Wylie News**

**EXHIBIT “A”**  
**Amendments to the 2012 International Fuel Gas Code**

**The following sections, paragraphs and sentences of the 2012 International Fuel Gas Code are hereby amended as follows:**

***Chapter 1 Administration***

***Section 102.2, Existing installations; add an exception to read as follows:***

Exception: Existing dwelling units shall comply with Section 621.2.

***Section 102.8, Referenced codes and standards; amend to read as follows:***

The codes and standards referenced herein shall be those that are listed in Chapter 7 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

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***Chapter 3, General Regulations***

***Section 304.10; amend to read as follows:***

***304.10 Louvers and grilles.*** The required size of openings for combustion, ventilation and dilution air shall be based on the net free area of each opening. Where the free area through a design of louver or grille is known, it shall be used in calculating the size opening required to provide the free area specified. Where the design and free area are not known, it shall be assumed that wood louvers will have 25-percent free area and metal louvers and grilles will have 50-percent free area. Non-motorized louvers and grilles shall be fixed in the open position. Motorized louvers shall be interlocked with the equipment so that they are proven to be in the full open position prior to main burner ignition and during main burner operation. Means shall be provided to prevent the main burner from igniting if the louvers fail to open during burner start-up and to shut down the main burner if the louvers close during operation.

***Section 304.11; add an exception 8 to read as follows:***

1. *{existing exception unchanged}*
2. *{existing exception unchanged}*
3. *{existing exception unchanged}*
4. *{existing exception unchanged}*
5. *{existing exception unchanged}*
6. *{existing exception unchanged}*
7. *{existing exception unchanged}*
8. Combustion air intake openings located on the exterior of a building shall have the lowest side of such openings located not less than 12 inches (305 mm) vertically from the adjoining grade level or the manufacturer's recommendation, whichever is more stringent.

***Section 305.5, Private garages; delete this section.***

**Section 305.7; amend to read as follows:**

305.7 Clearances from grade. Equipment and appliances installed at grade level shall be supported on a level concrete slab or other approved material extending a minimum of 3 (76 mm) above adjoining grade or shall be suspended a minimum of 6 (152 mm) above adjoining grade.

**Section 306.3, Appliances in attics; amend to read as follows:**

Attics containing appliances requiring access shall be provided with an opening and unobstructed passageway large enough to allow removal of the largest component of the appliance. The passageway shall not be less than 30 inches (762 mm) high and 30 inches (762 mm) wide and not more than 20 feet (6069 mm) in length when measured along the centerline of the passageway from the opening to the equipment. The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the equipment. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm) by (762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. Walkway to the appliance(s) shall be a minimum of three quarters inches ( $\frac{3}{4}$ " ) floor rated material to match IRC amendment in 1305.1.3. As a minimum, access to the attic space of residential uses shall be provided by one of the following:

1. A permanent stair.
2. A pull down stair with a 300 lb (136 kg) capacity.
3. An access door from an upper floor level.
4. Access panel may be used in lieu of items 1, 2, or 3 with prior approval of the code official due to structural conditions.

**Section 306.5; change to read as follows:**

306.5 Equipment and appliances on roofs or elevated structures. Where equipment and appliances requiring access are installed on roofs or elevated structures at an aggregate height exceeding 16 feet (4877 mm), such access shall be provided by a permanent approved means of access. Permanent exterior ladders providing roof access need not extend closer than 12 feet (3657 mm) to the finish grade or floor level below and shall extend to the equipment and appliance's level service space. Such access shall not require climbing over obstructions greater than 30 inches high (762 mm) or walking on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope).

A receptacle outlet shall be provided at or near the equipment and appliance location in accordance with the Electrical Code.

**Section 306.5.1.1, Catwalk; add section to read as follows:**

On roofs having slopes greater than 4 units vertical in 12 units horizontal, a catwalk at least 16 inches in width with substantial cleats spaced not more than 16 inches apart shall be provided from the roof access to the working platform at the appliance.

**Section 306.7, Water heaters above ground or floor; add section to read as follows:**

When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A maximum 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and the water heater is installed not more than (10) feet (3048 mm) above the ground or floor level and may be reached with a portable

ladder.

**306.7.1. Whenever** the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with Section 306.3.1.

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## **Chapter 4, Gas Piping Installations**

### **Section 401.5, Identifications; add a second paragraph as follows:**

Both ends of each section of medium pressure corrugated stainless steel tubing (CSST) shall identify its operating gas pressure with an approved tag. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING - 1/2 to 5 psi gas pressure - Do Not Remove"

### **Section 402.3, Sizing; add exception #4 to read as follows:**

1. {existing exception unchanged}
2. {existing exception unchanged}
3. {existing exception unchanged}
4. Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2".

### **Section 404.9, Minimum burial depth; amend to read as follows:**

Underground piping systems shall be installed a minimum depth of 18 inches (458 mm) below grade.

### **Section 404.9.1; Individual outside appliances; is hereby deleted in its entirety.**

### **Section 406.1; amend to read as follows:**

**406.1 General.** Prior to acceptance and initial operation, all piping installations shall be inspected and pressure tested to determine that the materials, design, fabrication, and installation practices comply with the requirements of this code. The permit holder shall make the applicable tests prescribed in Sections 406.1.1 through 406.1.5 to determine compliance with the provisions of this code. The permit holder shall give reasonable advance notice to the code official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

### **Section 406.4.2, Test duration; amend to read as follows:**

Test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than 15 minutes. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Code Official, but in no case for less than 30 minutes. (Delete remainder of section.)

### **Section 409.1.4, Valves in CSST installations; add section to read as follows:**

Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12 inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All



valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

**Section 410.1, Pressure regulators; add a second paragraph and exception to read as follows:**

Access to regulators shall comply with the requirements for access to appliances as specified in Section 306.

Exception: A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

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**Chapter 6, Specific Appliances**

**Section 614.6, Domestic clothes dryer ducts; add a sentence to read as follows:**

Exhaust ducts for domestic clothes dryers shall conform to the requirements of Sections 614.6.5.1 or 614.6.5.2. The size of duct shall not be reduced along its developed length nor at the point of its termination.

**Section 621.2, Prohibited use; amend to read as follows:**

One or more unvented room heaters shall not be used as the sole source of comfort heating in a dwelling unit.

Exception: Existing approved unvented heaters may continue to be used in dwelling units, in accordance with the code provisions in effect when installed, when approved by the Code Official unless an unsafe condition is determined to exist as described in Section 108.7.

**Section 624.1.1, Installation requirements; amend to read as follows:**

The requirements for water heaters relative to access, sizing, relief valves, drain pans and scald protection shall be in accordance with the *International Plumbing Code*.



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Building Inspection  
**Prepared By:** Leisa Price  
**Date Prepared:** February 18, 2013

**Item Number:** H.  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Ordinance

### Subject

Consider, and act upon, Ordinance No. 2013-10 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-35, Adopting the 2012 International Mechanical Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article V (Mechanical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

### Recommendation

Motion to approve Ordinance No. 2013-10 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-35, Adopting the 2012 International Mechanical Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article V (Mechanical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance.

### Discussion

In the interest of advancing uniformity in efficient design and safety of building systems by promoting a common code regionally, the North Central Texas Council of Government's encourages member jurisdictions in North Central Texas to adopt the recommended code along with their respective regional amendments.

See attached ordinance and amendments.

## **ORDINANCE NO. 2013-10**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REPEALING ORDINANCE NO. 2012-35; ADOPTING THE 2012 EDITION OF THE INTERNATIONAL MECHANICAL CODE FOR COMMERCIAL BUILDINGS, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; AMENDING ARTICLE V (MECHANICAL CODE) OF CHAPTER 22 (BUILDINGS AND BUILDING REGULATIONS) OF PART II OF THE WYLIE CODE OF ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to repeal Wylie Ordinance No. 2012-35; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to amend Article V (Mechanical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to adopt the 2012 Edition of the International Mechanical Code for commercial buildings, save and except the deletions and amendments set forth below (the "2012 International Mechanical Code").

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

**SECTION 1: Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Ordinance No. 2012-35 Repealed.** Wylie Ordinance No. 2012-35 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 2012-35 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 2012-35 occurring before the effective date of this Ordinance.

**SECTION 3: Adoption of the 2012 International Mechanical Code.** The 2012 International Mechanical Code, copyrighted by the International Code Council, Inc., save and except the amendments set forth in Exhibit "A", attached hereto and incorporated herein for all purposes ("2012 International Mechanical Code"), is hereby adopted, prescribing regulations

applicable to all commercial and existing premises and constitutes minimum requirements and standards for construction applications. The 2012 International Mechanical Code is made a part of this Ordinance as if fully set forth herein. One (1) copy of the 2012 International Mechanical Code is on file in the office of the City Secretary of Wylie being marked and designated as the 2012 International Mechanical Code.

SECTION 4: Amendment to Article V (Mechanical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances. Article V (Mechanical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances, is hereby amended to reflect the adoption of the 2012 International Mechanical Code, including any amendments set forth in Exhibit "A".

SECTION 5: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect. A reference in any ordinance to an earlier or different version of a building code is hereby amended to refer to the 2012 International Mechanical Code as it is adopted herein or may be subsequently amended.

SECTION 6: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 26<sup>th</sup> day of February 2013.**

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Eric Hogue, Mayor

**ATTESTED AND CORRECTLY  
RECORDED:**

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Carole Ehrlich, City Secretary

**Date(s) of Publication: March 6, 2013, in the Wylie News**

**EXHIBIT “A”**  
**Amendments to the 2012 International Mechanical Code**

The following sections, paragraphs and sentences of the 2012 International Mechanical Code are hereby amended as follows:

***Chapter 1 Administration***

***Section 102.8, Referenced codes and standards; amend to read as follows:***

The codes and standards referenced herein shall be those that are listed in Chapter 15 and such codes, when specifically adopted, and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference. Where differences occur between provisions of this code and the referenced standards, the provisions of this code shall apply. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

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***Chapter 3 General Regulations***

***Section 304.3 Elevation of Ignition Source***

Delete: Exception

***Section 304.7, Private Garages; this section is deleted.***

***Section 304.10; amend to read as follows:***

304.10 Clearances from grade. Equipment and appliances installed at grade level shall be supported on a level concrete slab or other approved material extending above adjoining grade a minimum of 3 inches (76 mm) or shall be suspended a minimum of 6 inches (152 mm) above adjoining grade.

***Section 306.3; amend to read as follows:***

306.3 Appliances in attics. Attics containing appliances requiring access shall be provided with an opening and unobstructed passageway large enough to allow removal of the largest appliance. The passageway shall not be less than 30 inches (762 mm) high and 22 inches (559 mm) wide and not more than 20 feet (6096 mm) in length measured along the centerline of the passageway from the opening to the appliance. The passageway shall have continuous unobstructed solid flooring not less than 22 inches (559 mm) wide. A level service space not less than 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the appliance. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the largest appliance. Walkway to the appliance(s) shall be a minimum of  $\frac{3}{4}$ " floor rated material to match IRC amendment in 1305.13. As a minimum, access to the attic space shall be provided by one of the following:

1. A permanent stair.
2. A pull down stair with a 300 lb. (136 kg) capacity
3. An access door from an upper floor level.
4. Access Panel may be used in lieu items 1, 2, or 3 with prior approval of the code official due to structural conditions.

***Section 306.5, Equipment and appliances on roofs or elevated structures; amend to read as***

Ordinance No. 2013-10

Repealing Ordinance No. 2012-35

Adopting the 2012 Edition of the International Mechanical Code

623115.v1

***follows:***

Where equipment and appliances requiring access are installed on roofs or elevated structures at an aggregate height exceeding 16 feet (4877 mm), such access shall be provided by a permanent approved means of access. Permanent exterior ladders providing roof access need not extend closer than 12 feet (3038 mm) to the finish grade or floor level below and shall extend to the equipment and appliance's level service space. Such access shall not require climbing over obstructions greater than 30 inches (762 mm) high or walking on roofs having a slope greater than 4 units vertical in 12 units horizontal (33-percent slope) ....{remainder of section unchanged}

***Add Sections 306.6.1, and 306.6.2; Water heaters above ground or floor as follows:***

When the mezzanine or platform in which a water heater is installed is more than eight 8 feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than 10 feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

**306.6.2** Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided in accordance with Section 306.3.1.

***Section 307.2.1, Condensate disposal; amend to read as follows:***

Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. Condensate shall not discharge in a publicly exposed area such as a street, alley, sidewalk, rooftop or other areas so as to cause a nuisance.

***Section 307.2.2; amend to read as follows:***

307.2.2 Drain pipe materials and sizes. Components of the condensate disposal system shall be cast iron, galvanized steel, copper, cross-linked polyethylene, polybutylene, polyethylene, ABS, CPVC, or PVC. Schedule 80 PVC pipe or tubing may be installed where piping is exposed to ultra violet light. All components shall be selected for the pressure, temperature, and exposure rating of the installation. Condensate waste and drain line size shall be not less than  $\frac{3}{4}$  inch (19 mm) internal diameter and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with an approved method. All horizontal sections of drain piping shall be installed in uniform alignment at a uniform slope.

***Section 307.2.3, Auxiliary and secondary drain systems; amend item #2 to read as follows:***

2. A separate overflow drain line shall be connected to the drain pan provided with the equipment. Such overflow drain shall discharge to a conspicuous point of disposal to alert occupants in the event of a stoppage of the drain. The overflow drain line shall connect the drain pan at a higher level than the primary drain connection. However, the conspicuous point shall not create a hazard such as dripping over a walking surface or other areas so as to create a nuisance.

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***Chapter 4 Ventilation***

***Section 403.2, Outdoor air required; amend by adding exception #2 to read as follows:***

Exceptions:

1. *{existing exception unchanged}*
2. Where the design professional demonstrates that an engineered ventilation system is designed in accordance with ASHRAE 62, the minimum required rate of outdoor air shall be permitted to be as specified in such engineered system design.

**Section 403.2.1, *Recirculation of air*; amend by adding item 5 to read as follows:**

Exceptions:

1. *{existing exception unchanged}*
  2. *{existing exception unchanged}*
  3. *{existing exception unchanged}*
  4. *{existing exception unchanged}*
  5. Toilet rooms within private dwellings that contain only a water closet, lavatory or combination thereof may be ventilated with an approved mechanical recirculating fan or similar device designed to remove odors from the air.
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**Section 504.6, *Domestic Clothes Dryer Ducts*; amend by adding a sentence at the end of the paragraph to read as follows:**

*Exhaust ducts for domestic clothes dryers shall conform to the requirements of Sections 504.6.1 through 504.6.7. The size of duct shall not be reduced along its developed length nor at the point of termination.*

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# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Building Inspection  
**Prepared By:** Leisa Price  
**Date Prepared:** February 18, 2013

**Item Number:** I.  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Ordinance

### Subject

Consider, and act upon, Ordinance No. 2013-11 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-36, Adopting the 2012 Edition of the International Plumbing Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article IV (Plumbing Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

### Recommendation

Motion to approve Ordinance No. 2013-11 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-36, Adopting the 2012 Edition of the International Plumbing Code for Commercial Buildings, save and except the deletions and amendments set forth herein; Amending Article IV (Plumbing Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance.

### Discussion

In the interest of advancing uniformity in efficient design and safety of building systems by promoting a common code regionally, the North Central Texas Council of Government's encourages member jurisdictions in North Central Texas to adopt the recommended code along with their respective regional amendments.

See attached ordinance and amendments.

**ORDINANCE NO. 2013-11**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REPEALING ORDINANCE NO. 2012-36; ADOPTING THE 2012 EDITION OF THE INTERNATIONAL PLUMBING CODE FOR COMMERCIAL BUILDINGS, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; AMENDING ARTICLE IV (PLUMBING CODE) OF CHAPTER 22 (BUILDINGS AND BUILDING REGULATIONS) OF PART II OF THE WYLIE CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to repeal Wylie Ordinance No. 2012-36; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to amend Article IV (Plumbing Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to adopt the 2012 Edition of the International Plumbing Code for commercial buildings, save and except the deletions and amendments set forth below (the "2012 International Plumbing Code").

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Ordinance No. 2012-36 Repealed. Wylie Ordinance No. 2012-36 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 2012-36 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 2012-36 occurring before the effective date of this Ordinance.

SECTION 3: Adoption of the 2012 International Plumbing Code. The International Plumbing Code, copyrighted by the International Code Council, Inc., save and except the amendments set forth in Exhibit "A", attached hereto and incorporated herein for all purposes

("2012 International Plumbing Code"), is hereby adopted, prescribing regulations applicable to all commercial and existing premises and constitutes minimum requirements and standards for commercial and existing premises construction applications. The 2012 International Plumbing Code is made a part of this Ordinance as if fully set forth herein. One (1) copy of the 2012 International Plumbing Code is on file in the office of the City Secretary of Wylie being marked and designated as the 2012 International Plumbing Code.

**SECTION 4: Amendment to Article IV (Plumbing Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances.** Article IV (Plumbing Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances, is hereby amended to reflect the adoption of the 2012 International Plumbing Code, including any amendments set forth in Exhibit "A".

**SECTION 5: Savings/Repealing Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect. A reference in any ordinance to an earlier or different version of a building code is hereby amended to refer to the 2012 International Plumbing Code as it is adopted herein or may be subsequently amended.

**SECTION 6: Penalty Provision.** Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 7: Severability.** If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

**SECTION 8: Effective Date.** This Ordinance shall become effective from and after its adoption and publications required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS,** on this 26<sup>th</sup> day of February 2013.

Ordinance No. 2013-11

Repealing Ordinance No. 2012-36

Adopting the 2012 Edition of the International Plumbing Code  
623116.1

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Eric Hogue, Mayor

**ATTESTED AND CORRECTLY  
RECORDED:**

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Carole Ehrlich, City Secretary

**Date(s) of Publication: March 6, 2013, in the Wylie News**

## EXHIBIT “A”

### Amendments to the 2012 International Plumbing Code

The following sections, paragraphs and sentences of the 2012 International Plumbing Code are hereby amended as follows:

*Table of Contents, Chapter 7, Section 714; amended to read as follows:*

**Section 714** Engineered Drainage Design . . . . . 65

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#### **Chapter 1, Administration**

**102.8 Referenced codes and standards.** The codes and standards referenced in this code shall be those that are listed in Chapter 13 and such codes, when specifically adopted, and standards shall be considered as part of the requirements of this code to the prescribed extent of each such reference. Where the differences occur between provisions of this code and the referenced standards, the provisions of this code shall be the minimum requirements. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference to NFPA 70 or the ICC *Electrical Code* shall mean the Electrical Code as adopted.

**Sections 106.6.2 and 106.6.3; amended to read as follows:**

**106.6.2 Fee schedule.** The fees for all plumbing work shall be as adopted by resolution of the governing body of the jurisdiction.

**106.6.3 Fee Refunds.** The code official shall establish a policy for authorizing the refunding of fees  
(Delete balance of section)

**Section 109; Delete entire section and insert the following:**

SECTION 109  
MEANS OF APPEAL

**109.1 Application for appeal.** Any person shall have the right to appeal a decision of the code official to the board of appeals established by ordinance. The board shall be governed by the enabling ordinance.

---

#### **Chapter 3, General Regulations**

**Section 305 4.1 Sewer Depths; amended to read as follows:**

Building sewers shall be a minimum of 12 inches (304 mm) below grade.

**Section 305.7 Protection of components of plumbing system; is amended to read as follows:**

Components of a plumbing system installed within 3 feet along alleyways, driveways, parking garages or other locations in a manner in which they would be exposed to damage shall be recessed into the wall or otherwise protected in an approved manner.

**Sections 312.10.1 and 312.10.2; change to read as follows:**

**312.10.1 Inspections.** Annual inspections shall be made of all backflow prevention assemblies and air gaps to determine whether they are operable. In the absence of local provisions, the owner is responsible to ensure that testing is performed.

**312.10.2 Testing.** Reduced pressure principle backflow preventer assemblies, double check-valve assemblies, pressure vacuum breaker assemblies, reduced pressure detector fire protection backflow prevention assemblies, double check detector fire protection backflow prevention assemblies, hose connection backflow preventers, and spill-proof vacuum breakers shall be tested at the time of installation, immediately after repairs or relocation and at least annually. The testing procedure shall be performed in accordance with applicable local provisions. In the absence of local provisions, the owner is responsible to ensure that testing is done in accordance with one of the following standards:

*{list of standards unchanged}*

**Section 314.2.1; amend second sentence to read as follows:**

**314.2.1 Condensate disposal.** Condensate from all cooling coils and evaporators shall be conveyed from the drain pan outlet to an approved place of disposal. Condensate shall not discharge into a street, alley, sidewalk, rooftop, or other areas so as to cause a nuisance.

**Section 314.2.2; change to read as follows:**

**314.2.2 Drain pipe materials and sizes.** Components of the condensate disposal system shall be cast iron, galvanized steel, copper, cross-linked polyethylene, polybutylene, polyethylene, ABS, CPVC, or PVC. Schedule 80 PVC pipe or tubing may be installed where piping is exposed to ultra violet light. All components shall be selected for the pressure, temperature and exposure rating of the installation. Condensate waste and drain line size shall not be less than ¾-inch (19 mm) internal diameter and shall not decrease in size from the drain pan connection to the place of condensate disposal. Where the drain pipes from more than one unit are manifolded together for condensate drainage, the pipe or tubing shall be sized in accordance with an approved method. All horizontal sections of drain piping shall be installed in uniform alignment at a uniform slope

---

**Chapter 4, Fixtures, Faucets and Fixture Fittings.**

**Section 401.1 Scope; addition of sentence to read as follows:**

The provisions of this Chapter are meant to work in coordination with the provisions of the Building Code. Should any conflicts arise between the two chapters, the Code Official shall determine which provision applies.

**Section 403.1 Minimum number of fixtures; amended to read as follows:**

Plumbing fixtures shall be provided for the type of occupancy and in the minimum number as follows:

1. Assembly Occupancies: At least one drinking fountain shall be provided at each floor level in an approved location.  
Exception: A drinking fountain need not be provided in a drinking or dining establishment.

2. Groups A, B, F, H, I, M and S Occupancies: Buildings or portions thereof where persons are employed shall be provided with at least one water closet for each sex except as provided for in Section 403.2.
3. Group E Occupancies: Shall be provided with fixtures as shown in Table 403.1.
4. Group R Occupancies: Shall be provided with fixtures as shown in Table 403.1.

It is recommended, but not required, that the minimum number of fixtures provided also comply with the number shown in Table 403.1. Types of occupancies not shown in Table 403.1 shall be considered individually by the Code Official. The number of occupants shall be determined by the International Building Code. Occupancy classification shall be determined in accordance with the International Building Code.

***Section 410.1 Approval; amended to read as follows:***

Drinking fountains shall conform to ASME A112.19.1M, ASME A112.19.2M or ASME A112.19.9M, and water coolers shall conform to ARI 1010. Drinking fountains and water coolers shall conform to NSF 61, Section 9.

Exception: A drinking fountain need not be provided in a drinking or dining establishment.

***Section 412.4 Public laundries and central washing facilities; amended to read as follows:***

***412.4.1 Required location; add section to read as follows:***

***412.4.1 Required location; Floor drains shall be installed in the following areas:***

1. In public coin-operated laundries and in the central washing facilities of multiple family dwellings, the rooms containing automatic clothes washers shall be provided with floor drains located to readily drain the entire floor area. Such drains shall have a minimum outlet of not less than 3 inches (76mm) in diameter.
2. Commercial kitchens. (In lieu of floor drains in commercial kitchens, the Code Official may accept floor sinks.)
3. In all non-residential occupancies.

***Section 417.5 Shower floors or receptors; amended to read as follows:***

Floor surfaces shall be constructed of impervious, noncorrosive, nonabsorbent and waterproof materials.

Thresholds shall be a minimum of 2 inches (51 mm) and a maximum of 9 inches (229 mm), measured from top of the drain to top of threshold or dam. Thresholds shall be of sufficient width to accommodate a minimum twenty-two (22) inch (559 mm) door.

Exception: Showers designed to comply with ICC/ANSI A117.1.

***Section 417.5.2 Shower lining; amended to read as follows:***

Floors under shower compartments, except where prefabricated receptors have been provided, shall be lined and made watertight utilizing material complying with Sections 417.5.2.1 through 417.5.2.4. Such liners shall turn up on all sides at least 3 inches (76 mm) above the finished threshold level and shall extend outward over the threshold and fastened to the outside of the threshold jamb. Liners shall be recessed and fastened to an approved backing so as not to occupy the space required for wall covering, and shall not be nailed or perforated at any point less than 1 inch (25.4 mm) above the finished threshold. Liners shall be pitched one-fourth unit vertical in 12 units horizontal (2 percent slope) and shall be sloped

towards the fixture drains and be securely fastened to the waste outlet at the seepage entrance, making a watertight joint between the liner and the outlet.

**Add Section 417.7 Test for shower receptors; to read as follows:**

417.7 Test for shower receptors. Shower receptors shall be tested for water tightness by filling with water to the level of the rough threshold. The drain shall be plugged in a manner so that both sides of pans shall be subjected to the test at the point where it is clamped to the drain.

**Section 419.3 Surrounding material(s); amended to read as follows:**

Wall and floor space to a point 2 feet (610 mm) in front of a urinal lip or water closet and 4 feet (1219 mm) above the floor and at least 2 feet (610 mm) to each side of the urinal shall be waterproofed with a smooth, readily cleanable, hard, nonabsorbent material.

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**Chapter 5, Water Heaters**

**Section 502.3; amended to read as follows:**

**502.3** Water heaters installed in attics. Attics containing a water heater shall be provided with an opening and unobstructed passageway large enough to allow removal of the water heater. The passageway shall not be less than thirty (30) inches (762 mm) high and thirty (30) inches (762 mm) wide and not more than twenty (20) feet (6096 mm) in length when measured along the centerline of the passageway from the opening to the water heater. The passageway shall have continuous solid flooring not less than 24 inches (610 mm) wide. A level service space at least 30 inches (762 mm) deep and 30 inches (762 mm) wide shall be present at the front or service side of the water heater. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger where such dimensions are not large enough to allow removal of the water heater. Walkway to the appliance(s) shall be a minimum of ¾" floor rated material to match IRC amendment in 1305.13.

**Section 502.6; amended to read as follows:**

**502.6** Water heaters above ground or floor. When the attic, roof, mezzanine or platform in which a water heater is installed is more than eight (8) feet (2438 mm) above the ground or floor level, it shall be made accessible by a stairway or permanent ladder fastened to the building.

Exception: A max 10 gallon water heater (or larger with approval) is capable of being accessed through a lay-in ceiling and a water heater is installed is not more than ten (10) feet (3048 mm) above the ground or floor level and may be reached with a portable ladder.

**502.6.1** Whenever the mezzanine or platform is not adequately lighted or access to a receptacle outlet is not obtainable from the main level, lighting and a receptacle outlet shall be provided.

**504.6 Requirements for discharge piping; amended to read as follows**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}
4. {existing unchanged}



5. Discharge to an indirect waste receptor or to the outdoors. Where discharging to the outdoors in areas subject to freezing, discharge piping shall be first piped to an indirect waste receptor through an air gap located in a conditioned area.
  6. {existing unchanged}
  7. {existing unchanged}
  8. {existing unchanged}
  9. {existing unchanged}
  10. Not terminate less than 6 inches or more than 24 inches (152mm) above grade nor more than 6 inches above the waste receptor.
  11. {existing unchanged}
  12. {existing unchanged}
  13. {existing unchanged}
  14. {existing unchanged}
- 

## **Chapter 6, Water Supply and Distribution.**

### **Section 604.4.1 State maximum flow rate; add section to read as follows:**

Where the State mandated maximum flow rate is more restrictive than those of this section, the State flow rate shall take precedence.

### **605.14.3 Soldered joints; add the following to the end of the paragraph:**

Soldered joints shall not be installed under concrete or paved surfaces.

### **Section 606.1; delete items number 4 and 5.**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}
4. *delete*
5. *delete*
6. {existing unchanged}
7. {existing unchanged}
8. {existing unchanged}

### **Section 606.2 Items number 1 and 2; amended to read as follows:**

### **Section 606.2 Location of shutoff valves; Shutoff valves shall be installed in the following locations:**

1. On the fixture supply to each plumbing fixture other than bathtubs and showers in one- and two-family residential occupancies, and other than in individual sleeping units that are provided with unit shutoff valves in hotels, motels, boarding houses and similar occupancies.
2. On the water supply pipe to each appliance or mechanical equipment.
3. {existing unchanged}

### **Section 608.1 General; amended to read as follows:**

A potable water supply system shall be designed, installed and maintained in such a manner so as to prevent contamination from non-potable liquids, solids or gases being introduced into the potable water supply through cross-connections or any other piping connections to the system. Back flow preventer

applications shall conform to applicable local regulations, Table 608.1, and as specifically stated in Sections 608.2 through 608.16.9.

***Section 608.16.5; amended to read as follows:***

**608.16.5 Connections to Lawn Irrigation Systems.** The potable water supply system to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

***Section 608.17; amended to read as follows:***

**608.17 Protection of individual water supplies.** An individual water supply shall be located and constructed so as to be safeguarded against contamination in accordance with applicable local regulations. In the absence of other local regulations, installation shall be in accordance with Sections 608.17.1 through 608.17.8.

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***Chapter 7, Sanitary Drainage***

***Section 712.5 Dual Pump System; add section to read as follows:***

All sumps shall be automatically discharged and, when in any “public use” occupancy where the sump serves more than 10 fixture units, shall be provided with dual pumps or ejectors arranged to function independently in case of overload or mechanical failure. For storm drainage sumps and pumping systems, see Section 1113.

***Section 714, 714.1; amended to read as follows:***

SECTION 714  
ENGINEERED DRAINAGE DESIGN

**714.1 Design of drainage system.** The sizing, design and layout of the drainage system shall be permitted to be designed by approved design methods.

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***Chapter 8, Indirect/Special Waste***

***Section 802.1.6; amended to read as follows:***

**Section 802.1.6 Domestic dishwashing machines.** Domestic dishwashing machines shall discharge indirectly through an air gap or air break into a stand pipe or waste receptor in accordance with section 802.2, or discharge into a wye-branch fitting on the tailpiece of the kitchen sink or the dishwasher connection of a food waste grinder. The waste grinder shall connect to a deck-mounted air gap.

***Section 802.4 Standpipes; add a sentence to read as follows:***

No standpipe shall be installed below the ground.

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***Chapter 9, Vents***

***Section 903.1 Roof extension; amended to read as follows:***

All open vent pipes that extend through a roof shall be terminated at least six (6) inches (152 mm) above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet (2134 mm) above the roof.

***Section 909.1 Distance of trap from vent; is amended to read as follows:***

Each fixture trap shall have a protecting vent located so that the slope and the developed length in the fixture drain from the trap weir to the vent fitting are within the requirements set forth in Table 906.1.

***Section 918.1 Air Admittance Valves; is amended to read as follows:***

Air Admittance valves are prohibited unless special permission is given by the Building Official. Vent systems utilizing air admittance valves shall comply with this section. Stack-type air admittance valves shall conform to ASSE 1050. Individual and branch type air admittance valves shall conform to ASSE 1051.

***Section 918.2 Installation; section deleted***

***Section 918.7 Vent required; is amended to read as follows:***

Within each plumbing system, a minimum of one stack vent or vent stack shall extend outdoors to the open air. The vent to the exterior of the building shall have the same cross sectional area as the sewer line serving the building.

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***Section 1002.10 Plumbing in mental health centers; section deleted***

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***Section 1106.1 General; is amended to read as follows:***

The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on six (6) inches per hour rainfall rate.

***Section 1108.3 Sizing of secondary drains; is amended to read as follows:***

Secondary (emergency) roof drain systems shall be sized in accordance with Section 1106.1. Scuppers shall be sized to prevent the depth of ponding water from exceeding that for which the roof was designed as determined by Section 1101.7. Scuppers shall not have an opening dimension of less than 4 inches (102 mm). The flow through the primary system shall not be considered when sizing the secondary roof drain system.

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***Section 1202.1 Nonflammable medical gases; delete exception 2.***

1. {existing unchanged}
2. delete



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Building Inspection  
**Prepared By:** Leisa Price  
**Date Prepared:** February 18, 2013

**Item Number:** J.  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Ordinance

### Subject

Consider, and act upon, Ordinance No. 2013-12 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-38, Adopting the 2012 Edition of the International Residential Code for Residential Buildings, save and except the deletions and amendments set forth herein; Amending Article XIX (International Residential Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

### Recommendation

Motion to approve Ordinance No. 2013-12 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-38, Adopting the 2012 Edition of the International Residential Code for Residential Buildings, save and except the deletions and amendments set forth herein; Amending Article XIX (International Residential Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance.

### Discussion

In the interest of advancing uniformity in efficient design and safety of building systems by promoting a common code regionally, the North Central Texas Council of Government's encourages member jurisdictions in North Central Texas to adopt the recommended code along with their respective regional amendments.

See attached ordinance and amendments.

## **ORDINANCE NO. 2013-12**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REPEALING ORDINANCE NO. 2012-38; ADOPTING THE 2012 EDITION OF THE INTERNATIONAL RESIDENTIAL CODE FOR RESIDENTIAL BUILDINGS, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; AMENDING ARTICLE XIX (INTERNATIONAL RESIDENTIAL CODE) OF CHAPTER 22 (BUILDINGS AND BUILDING REGULATIONS) OF PART II OF THE WYLIE CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to repeal Wylie Ordinance No. 2012-38; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to amend Article XIX (International Residential Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to adopt the 2012 Edition of the International Residential Code for residential buildings, save and except the deletions and amendments set forth below (the "2012 International Residential Code").

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

**SECTION 1: Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Ordinance No. 2012-38 Repealed.** Wylie Ordinance No. 2012-38 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. 2012-38 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 2012-38 occurring before the effective date of this Ordinance.

**SECTION 3: Adoption of the 2012 International Residential Code.** The International Residential Code, copyrighted by the International Code Council, Inc., save and except the amendments set forth in Exhibit "A", attached hereto and incorporated herein for all purposes, and including the Addendum, ("2012 International Residential Code"), is hereby adopted,

prescribing regulations applicable to all residential structures and existing premises and constitutes minimum requirements and standards for construction applications. The 2012 International Residential Code is made a part of this Ordinance as if fully set forth herein. One (1) copy of the 2012 International Residential Code is on file in the office of the City Secretary of Wylie being marked and designated as the 2012 International Residential Code.

SECTION 4: Amendment to Article XIX (International Residential Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances. Article XIX (International Residential Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances, is hereby amended to reflect the adoption of the 2012 International Residential Code, including any amendments set forth in Exhibit “A”.

SECTION 5: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect. A reference in any ordinance to an earlier or different version of a building code is hereby amended to refer to the 2012 International Residential Code as it is adopted herein or may be subsequently amended.

SECTION 6: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 26<sup>th</sup> day of February 2013.**

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Eric Hogue, Mayor

**ATTESTED AND CORRECTLY  
RECORDED:**

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Carole Ehrlich, City Secretary

**Date(s) of Publication: March 6, 2013, in the Wylie News**

## EXHIBIT "A"

### Amendments to the 2012 International Residential Code

The following sections, paragraphs, and sentences of the *2012 International Residential Code* are hereby amended as follows: Standard type is text from the IRC. Underlined type is text inserted. ~~Lined through type is deleted text from IRC~~

#### **Section R102.4; amended to read as follows:**

**R102.4 Referenced codes and standards.** The codes, when specifically adopted, and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections R102.4.1 and R102.4.2. Whenever amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well. Any reference made to NFPA 70 or the *Electrical Code* shall mean the *Electrical Code* as adopted.

*(Reason: Legal wording to recognize locally adopted codes and amendments adopted with referenced codes. Note: the former ICC Electrical Code is now Appendix K of the IBC, but no longer called by that name. If adopting in that location, be sure to include language that includes structures under IRC and IBC.)*

#### **R105.2 Work exempt from permit:**

**Building:** Delete numbers: 1, 2, 5 & 10. Renumber remaining.

1. Delete
2. Delete
3. {existing unchanged}
4. {existing unchanged}
5. Delete
6. {existing unchanged}
7. {existing unchanged}
8. {existing unchanged}
9. {existing unchanged}
10. Delete

#### **Section R110 (delete sections R110.2 through R110.5):**

**Change 110.1 Use and occupancy** to read as follows: *The Building Official may, on an as needed basis upon written request, issue a Certificate of Occupancy. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City of Wylie. Certificates presuming to give authority to violate or cancel the provisions of this Code or other ordinances of the City of Wylie shall not be valid.*

*(Reason: Issuing CO's for residences is not a common practice in the area.)*

#### **Section R112.2.1 & R112.2.2; delete the sections.**

*(Reason: Floodplain provisions are addressed locally.)*

#### **Section R202; amended definition of "Townhouse" to read as follows:**



**TOWNHOUSE.** A single-family dwelling unit constructed in a group of three or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on at least two sides.

(Reason: Consistent with terminology commonly used in this region.)

**Table R301.2(1); fill in as follows:**

GROUND SNOW LOAD	WIND DESIGN		SEISMIC DESIGN CATEGORY <sup>f</sup>
	SPEED <sup>d</sup> (mph)	Topographic Effects <sup>k</sup>	
<u>5 lb/ft<sup>2</sup></u>	<u>90 (3-sec-gust)/76 fastest mile</u>	<u>No</u>	<u>A</u>

SUBJECT TO DAMAGE FROM		
Weathering <sup>a</sup>	Frost line depth <sup>b</sup>	Termite <sup>c</sup>
<u>moderate</u>	<u>6"</u>	<u>very heavy</u>

WINTER DESIGN TEMP <sup>e</sup>	ICE BARRIER UNDER-LAYMENT REQUIRED <sup>h</sup>	FLOOD HAZARDS <sup>g</sup>	AIR FREEZING INDEX <sup>i</sup>	MEAN ANNUAL TEMP <sup>j</sup>
<u>22°F</u>	<u>No</u>	<u>local code</u>	<u>150</u>	<u>64.9°F</u>

{No change to footnotes}

(Reason: To promote regional uniformity.)

**Section R302.1; add exception #6 to read as follows:**

**Exceptions:**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}
4. {existing unchanged}
5. {existing unchanged}
6. Open non-combustible carport structures may be constructed when also approved within adopted ordinances.

(Reason: Refers to other ordinances, such as zoning ordinances.)

**Section R302.2, Exception; amended to read as follows:**

**Exception:** A common two-hour fire-resistance-rated wall assembly, or one-hour fire-resistance-rated wall assembly when equipped with a sprinkler system... {remainder unchanged}

(Reason: Consistent with regional practice.)

**Section R302.2.4, Exception 5; amended to read as follows:**

**Exception:**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}
4. {existing unchanged}
5. Townhouses separated by a common 4-hour fire-resistance-rated wall as provided in Section R302.2.

*(Reason: Consistent with regional practice.)*

**Section R302.3; add Exception #3 to read as follows:**

**Exceptions:**

1. {existing text unchanged}
2. {existing text unchanged}
3. Two-family dwelling units that are also divided by a property line through the structure shall be separated as required for townhouses.

*(Reason: Provide guidance for a common construction method in this area. Correlates with amendment to IRC Section R202 Townhouse definition.)*

**R308.4.7; amended to read as follows:** Glazing adjacent to the landing at bottom of a stairway where the glazing is less than **60 inches** above the landing and within **60 inches** horizontally of the bottom tread shall be considered a hazardous location.

**Section R315.3; amend to read as follows and add exception #2 as follows:**

**Where required in existing dwellings.** Where work requiring a permit for an addition or an alteration that occurs in existing dwellings, that have attached garages or in existing dwellings within which fuel-fired appliances exist, carbon monoxide alarms shall be provided in accordance with Section R315.1:

**Exceptions:**

1. Work involving the exterior surfaces of dwellings, such as the replacement of roofing or siding, or the addition or replacement of windows or doors, or the addition of a porch or deck, are exempt from the requirements of this section.
2. Installation, alteration or repairs of plumbing or mechanical systems are exempt from the requirements of this section.

*(Reason: Consistent with exceptions in Section R314.3.1)*

**Section R401.2; amended by adding a new paragraph following the existing paragraph to read as follows:**

**Section R401.2. Requirements.** {Existing text unchanged} ...

Every foundation and/or footing, or any size addition to an existing post-tension foundation, regulated by this code shall be designed and sealed by a Texas-registered engineer.

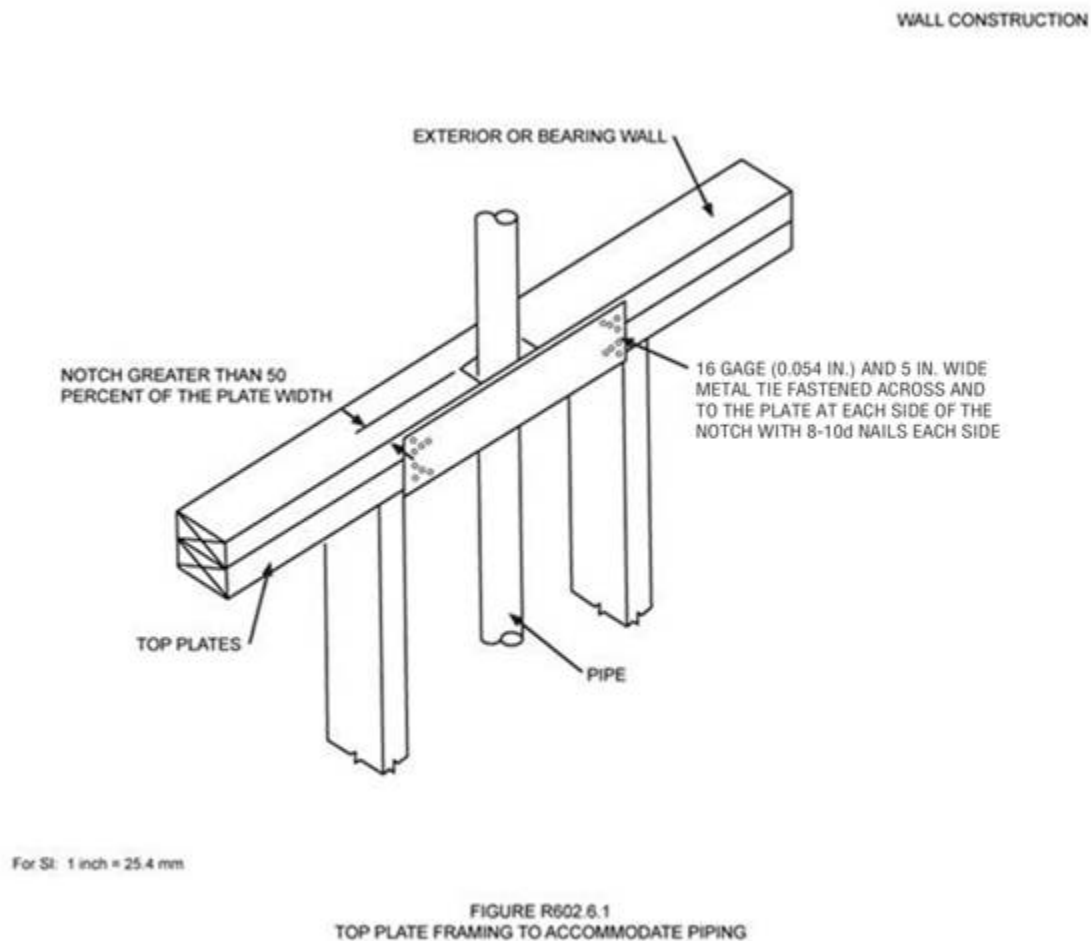
*(Reason: reflects regional practice.)*

**Section 602.6.1; amend to read as follows:**

**R602.6.1 Drilling and notching of top plate.** When piping or ductwork is placed in or partly in an exterior wall or interior load-bearing wall, necessitating cutting, drilling or notching of the top plate by more than 50 percent of its width, a galvanized metal tie not less than 0.054 inch thick (1.37 mm) (16 Ga) and 4-½ inches (38 mm) 5 inches (127 mm) wide shall be fastened across and to the plate at each side of the opening with not less than eight 10d (0.148 inch diameter) having a minimum length of 1 ½ inches (38 mm) at each side or equivalent. Fasteners will be offset to prevent splitting of the top plate material. The metal tie must extend a minimum of 6 inches past the opening. See figure R602.6.1. {remainder unchanged}

*(Reason: reflects regional practice and to comply with P2603.2.1. Also provides additional assurance of maintaining the integrity of the framing by spreading the nailing pattern.)*

**Figure R602.6.1; delete the figure and insert the following figure: corrected drawing lower plate:**



*(Reason: reflects regional practice and to comply with P2603.2.1. Also provides additional assurance of maintaining the integrity of the framing by spreading the nailing pattern.)*

---

Insert in IRC Section R602.10.1 as:

1. All joints/splices in exterior wall bracing panels using: 3/8" WSP (wood structural panels), 1/2" or 25/32" SFB (structural fiberboard), 3/8" or 1/2" PBS (particle board sheathing) or 7/16" HPS (hardboard panel siding) shall occur over common framing and be attached using fasteners and spacing as prescribed by this code.

---

**Section R703.7.4.1; add a second paragraph to read as follows:**

In stud framed exterior walls, all ties shall be anchored to studs as follows:

1. When studs are 16 in (407 mm) o.c., stud ties shall be spaced no further apart than 24 in (737 mm) vertically starting approximately 12 in (381 mm) from the foundation; or
2. When studs are 24 in (610 mm) o.c., stud ties shall be spaced no further apart than 16 in (483 mm) vertically starting approximately 8 in (254 mm) from the foundation.

*(Reason: Provide easy to install and inspect dimensions to clarify how to anchor and to distinguish "studs" from other types of construction.)*

---

**Section R902.1; Amend and add exception #4 to read as follows:**

**R902.1 Roofing covering materials.** Roofs shall be covered with materials as set forth in Sections R904 and R905. Class A, B, or C roofing shall be installed ~~in areas designated by law as requiring their use or when the edge of the roof is less than 3 feet from a lot line.~~ {remainder unchanged}

**Exceptions:**

1. {existing unchanged}
2. {existing unchanged}
3. {existing unchanged}
4. Non-classified roof coverings shall be permitted on one-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed (area defined by jurisdiction).

*(Reason: Consistent with regional practice. Language fits better in this section. Aligned the area and description of the building to be consistent with the item #1 to Section R105.2)*

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**DELETE: Part IV – Energy Conservation - Chapter 11; add text to read as follows:**

Energy Conservation/Efficiency to be based on current State of Texas prescribed 2009 IECC and /or SECO provisions including any future State of Texas required Code advancement.

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**Section M1305.1.3; amended to read as follows:**

**M1305.1.3 Appliances in attics.** Attics containing appliances requiring access shall be provided . . . {bulk of paragraph unchanged} . . . sides of the appliance where access is required. The clear access opening dimensions shall be a minimum of 20 inches by 30 inches (508 mm by 762 mm), or larger and

Ordinance No. 2013-12

Repealing Ordinance No. 2012-38

Adopting the 2012 Edition of the International Residential Code  
623117.1

large enough to allow removal of the largest appliance. A walkway to appliance shall be a minimum of ¾ inch floor rated material thickness. As a minimum, access to the attic space or residential uses shall be provide by one of the following:

1. A permanent stair.
2. A pull down stair with a 300 lb (136 kg).
3. An access door from an upper floor level.
4. Access panel may be used in lieu of items 1, 2, or 3 with prior approval of the code official due to structural conditions.

(Reason: To provide a safe means of accessibility to appliances in attics and to allow for different types of construction limitations.) Consistent with regional amendment to IFGC and IMC 306.3.)

**M1307.3- Elevation of Ignition source: Delete the following:**

**Exception:** Elevation of ignition source is not required for appliances that are listed as flammable vapor resistant.

**Section M1411.3; amend to read as follows:**

**M1411.3 Condensate disposal.** Condensate from all cooling coils or evaporators shall be conveyed from the drain pan outlet to ~~an approved place of disposal~~ a sanitary sewer through a trap, by means of a direct or indirect drain. {remaining text unchanged}

(Reason: Reflects regional practice and to reduce excessive runoff into storm drains.)

**Section M1411.3.1; add text to read as follows to #3 and #4:**

**M1411.3.1 Auxiliary and secondary drain systems.** {bulk of paragraph unchanged}

1. {existing unchanged}
2. {existing unchanged}
3. *An auxiliary drain pan... {bulk of text unchanged}... with Item 1 of this section. A water level detection device may be installed only with prior approval of the building official.*
4. *A water level detection device... {bulk of text unchanged}... overflow rim of such pan. A water level detection device may be installed only with prior approval of the building official.*

(Reason: Reflects standard practice in this area.)

**Section M1411.3.1.1; add text to read as follows:**

**M1411.3.1.1 Water-level monitoring devices.** On down-flow units ...{bulk of text unchanged}... installed in the drain line. A water level detection device may be installed only with prior approval of the building official.

(Reason: Reflects standard practice in this area.)

**Section M2005.2; amended to read as follows:**

**M2005.2 Prohibited locations.** Fuel-fired water heaters shall not be installed in a room used as a storage closet. Water heaters located in a bedroom or bathroom shall be installed in a sealed enclosure

so that *combustion air* will not be taken from the living space. Access to such enclosure may be from the bedroom or bathroom when through a solid door, weather-stripped in accordance with the exterior door air leakage requirements of the *International Energy Conservation Code* and equipped with an *approved self-closing device*. Installation of direct-vent water heaters within an enclosure is not required.

(Reason: Corresponds with the provisions of IFGC Section 303, exception #5.)

**Section G2408.3 (305.5); delete.**

(Reason: This provision does not reflect standard practice in this area.)

**Section G2415.2.1 (404.2.1); add a second paragraph to read as follows:**

Both ends of each section of medium pressure gas piping shall identify its operating gas pressure with an *approved tag*. The tags are to be composed of aluminum or stainless steel and the following wording shall be stamped into the tag:

"WARNING  
1/2 to 5 psi gas pressure  
Do Not Remove"

(Reason: To protect homeowners and plumbers.)

**Section G2415.2.2 (404.2.2); add an exception to read as follows:**

**Exception:** Corrugated stainless steel tubing (CSST) shall be a minimum of 1/2" (18 EDH).

(Reason: Pipe less than 1/2" has a history in this region of causing whistling.)

**Section G2415.12 (404.12); amended to read as follows:**

**G2415.12 (404.12) Minimum burial depth.** Underground *piping systems* shall be installed a minimum depth of ~~12 inches (305 mm)~~ 18 inches (457 mm) below grade, except as provided for in Section G2415.12.1.

(Reason: To provide increased protection to piping systems.)

**Section G2415.12.1 (404.12.1); amended to read as follows:**

**G2415.12.1) Individual outside appliances.** Individual lines to outside lights, grills or other appliances shall be installed a minimum of ~~8-12 inches (203 mm)~~ below finished grade.... Rest unchanged.

(Reason: To provide increased protection to piping systems.)

**Section G2417.1 (406.1); amended to read as follows:**

**G2417.1 (406.1) General.** Prior to acceptance and initial operation, all *piping* installations shall be inspected and *pressure tested* to determine that the materials, design, fabrication, and installation practices comply with the requirements of this *code*. The *permit* holder shall make the applicable tests prescribed in Sections 2417.1.1 through 2417.1.5 to determine compliance with the provisions of this

code. The permit holder shall give reasonable advance notice to the building official when the piping system is ready for testing. The equipment, material, power and labor necessary for the inspections and test shall be furnished by the permit holder and the permit holder shall be responsible for determining that the work will withstand the test pressure prescribed in the following tests.

*(Reason: To utilize language used in the IPC regarding who is responsible for testing procedures.)*

**Section G2417.4; amended to read as follows:**

**G2417.4 (406.4) Test pressure measurement.** Test pressure shall be measured with a manometer or with a pressure-measuring device designed and calibrated to read, record, or indicate a pressure loss caused by leakage during the *pressure test* period. The source of pressure shall be isolated before the *pressure tests* are made. ~~Mechanical gauges~~ Gauges used to measure... *{remainder unchanged}*

*(Reason: To require the use of more accurate diaphragm gauges. Spring gauges do not provide accurate measurement below approximately 17 psig.)*

**Section G2417.4.1; amended to read as follows:**

**G2417.4.1 (406.4.1) Test pressure.** The test pressure to be used shall be not less than ~~one and one-half times the proposed maximum working pressure, but not less than 3 psig (20 kPa gauge), or at the discretion of the Building Official, the piping and valves may be tested at a pressure of at least 6 inches (152 mm) of mercury, measured with a manometer or slope gauge. irrespective of design pressure. Where the test pressure exceeds 125 psig (862 kPa gauge), the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe. For tests requiring a pressure of 3 psig, mechanical gauges used to measure test pressures shall utilize a dial with a minimum diaphragm diameter of 3 1/2", a set hand, 1/10 pound incrementation and pressure range not to exceed 6 psi for tests requiring a pressure of 3 psig. For tests requiring a pressure of 10 psig, mechanical diaphragm gauges shall utilize a dial with a minimum diameter of 3 1/2", a set hand, a minimum of 2/10 pound incrementation and a pressure range not to exceed 20 psi. have a range such that the highest end of the scale is not greater than five times the test pressure.~~

For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure (3.48 kPa) (1/2 psi) and less than 200 inches of water column pressure (52.2 kPa) (7.5 psi), the test pressure shall not be less than 10 pounds per square inch (69.6 kPa). For piping carrying gas at a pressure that exceeds 200 inches of water column (52.2 kPa) (7.5 psi), the test pressure shall be not less than one and one-half times the proposed maximum working pressure.

*(Reason: To provide for lesser pressures to coordinate with the use of more accurate diaphragm gauges.)*

**Section G2417.4.2; amended to read as follows:**

**G2417.4.2 (406.4.2) Test duration.** The test duration shall ~~be held for a length of time satisfactory to the Building Official, but in no case for be not less than 40-45 minutes. For welded piping, and for piping carrying gas at pressures in excess of 14 inches water column pressure (3.48 kPa), the test duration shall be held for a length of time satisfactory to the Building Official, but in no case for less than 30 minutes.~~

*(Reason: To comply with accepted regional practices.)*

**Section G2420.1 (406.1); add Section G2420.1.4 to read as follows:**

**G2420.1.4 Valves in CSST installations.** Shutoff valves installed with corrugated stainless steel (CSST) piping systems shall be supported with an approved termination fitting, or equivalent support, suitable for the size of the valves, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration but in no case greater than 12 inches from the center of the valve. Supports shall be installed so as not to interfere with the free expansion and contraction of the system's piping, fittings, and valves between anchors. All valves and supports shall be designed and installed so they will not be disengaged by movement of the supporting piping.

*(Reason: To provide proper security to CSST valves. These standards were established in this region in 1999 when CSST was an emerging technology.)*

**Section G2420.5.1 (409.5.1); add text to read as follows:**

**G2420.5.1 (409.5.1) Located within the same room.** The shutoff valve ...{bulk of paragraph unchanged}... in accordance with the appliance manufacturer's instructions. A secondary shutoff valve must be installed within 3 feet (914 mm) of the firebox if appliance shutoff is located in the firebox.

*(Reason: Reflects regional practice and provides an additional measure of safety.)*

**Section G2421.1 (410.1); add text and Exception to read as follows:**

**G2421.1 (410.1) Pressure regulators.** A line pressure regulator shall be ... {bulk of paragraph unchanged}... approved for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

**Exception:** A passageway or level service space is not required when the regulator is capable of being serviced and removed through the required attic opening.

*(Reason: To require adequate access to regulators.)*

**Section G2422.1.2.3 (411.1.3.3); amended to read as follows and delete Exception #1 and #4.**

**G2422.1.2.3 (410.1) Pressure regulators.** A line pressure regulator shall be ... {bulk of paragraph unchanged}... approved for outdoor installation. Access to regulators shall comply with the requirements for access to appliances as specified in Section M1305.

1. Deleted
2. {existing unchanged}
3. {existing unchanged}
4. Deleted
5. A passageway or level service space is not required when the regulator is accessible to be serviced and removed through the required attic opening.

*(Reason: To comply with accepted regional practices.)*

**Section G2445.2 (621.2); add exception to read as follows:**



**G2445.2 (621.2) Prohibited use.** One or more *unvented room heaters* shall not be used as the sole source of comfort heating in a *dwelling unit*.

**Exception:** Existing approved unvented room heaters may continue to be used in *dwelling units*, in accordance with the *code* provisions in effect when installed, when *approved* by the *Building Official* unless an unsafe condition is determined to exist as described in *International Fuel Gas Code* Section 108.7 of the *Fuel Gas Code*.

(Reason: Gives code official discretion)

**Section G2448.1.1 (624.1.1); amended to read as follows:**

**G2448.1.1 (624.1.1) Installation requirements.** The requirements for *water heaters* relative to: access, sizing, *relief valves*, drain pans and scald protection shall be in accordance with this *code*.

(Reason: To clarify installation requirements. Also corresponds with amendments regarding water heater access.)

**Section P2801.6; Delete following exception:**

**Exceptions:** Elevation of ignition source is not required for appliances that are listed as flammable vapor resistant.

(Reason: To coordinate with deleted Exception in Section M1307.3.)

**Section P2902.5.3; change to read as follows:**

**P2902.5.3 Lawn irrigation systems.** The potable water supply to lawn irrigation systems shall be protected against backflow by an atmospheric-type vacuum breaker, a pressure-type vacuum breaker, a double-check assembly or a reduced pressure principle backflow preventer. A valve shall not be installed downstream from an atmospheric vacuum breaker. Where chemicals are introduced into the system, the potable water supply shall be protected against backflow by a reduced pressure principle backflow preventer.

(Reason: To provide clarity.)

**DELETE-P2903.5- Water hammer**

**Section P3005.2.6; change to read as follows:**

**P3005.2.6 ~~Base of stacks~~ Upper Terminal.** ~~A cleanout shall be provided at the base of each waste or soil stack.~~ Each horizontal drain shall be provided with a cleanout at its upper terminal.

**Exception:** Cleanouts may be omitted on a horizontal drain less than 5 feet (1524 mm) in length unless such line is serving sinks or urinals.

(Reason: To eliminate the requirement for excessive cleanouts.)

**Section P3111; delete.**

*(Reason: A combination waste and vent system is not approved for use in residential construction.)*

**Section P3112.2; delete and replace with the following:**

**P3112.2 Installation.** Traps for island sinks and similar equipment shall be roughed in above the floor and may be vented by extending the vent as high as possible, but not less than the drainboard height and then returning it downward and connecting it to the horizontal sink drain immediately downstream from the vertical fixture drain. The return vent shall be connected to the horizontal drain through a wye-branch fitting and shall, in addition, be provided with a foot vent taken off the vertical fixture vent by means of a wye-branch immediately below the floor and extending to the nearest partition and then through the roof to the open air or may be connected to other vents at a point not less than six (6) inches (152 mm) above the flood level rim of the fixtures served. Drainage fittings shall be used on all parts of the vent below the floor level and a minimum slope of one-quarter (1/4) inch per foot (20.9 mm/m) back to the drain shall be maintained. The return bend used under the drainboard shall be a one (1) piece fitting or an assembly of a forty-five (45) degree (0.79 radius), a ninety (90) degree (1.6 radius) and a forty-five (45) degree (0.79 radius) elbow in the order named. Pipe sizing shall be as elsewhere required in this Code. The island sink drain, upstream of the return vent, shall serve no other fixtures. An accessible cleanout shall be installed in the vertical portion of the foot vent.

*(Reason: To clarify the installation of island venting and to provide a regional guideline on a standard installation method for this region.)*

**Part VIII---Electrical**



March 2012

**ADDENDUM**  
to the 2012 and previous versions of the  
**Design Values for Wood Construction**  
(a supplement to the **National Design Specification® (NDS®) for Wood Construction**)

Effective June 1, 2012, design values for No. 2 Dense and lower grades of visually-graded Southern Pine and No. 2 and lower grades of visually-graded Mixed Southern Pine lumber, 2"- 4" thick, 2"- 4" wide, will change. The design values to use with the 2012 NDS, 2005 NDS, and the 2001 NDS are shown below (values that will change on June 1, 2012 are shown as underlined):

**Table 4B Reference Design Values for Visually Graded Southern Pine Dimension Lumber (2" - 4" thick)<sup>1,2,3,4,5</sup>** (Tabulated design values are for normal load duration and dry service conditions, unless specified otherwise. See NDS 4.3 for a comprehensive description of design value adjustment factors.)

**USE WITH TABLE 4B ADJUSTMENT FACTORS**

Species and commercial grade	Size classification	Design values in pounds per square inch (psi)							Specific Gravity <sup>6</sup>	Grading Rules Agency
		Bending  $F_b$	Tension parallel to grain  $F_t$	Shear parallel to grain  $F_v$	Compression perpendicular to grain  $F_{c\perp}$	Compression parallel to grain  $F_c$	Modulus of Elasticity			
							$E$	$E_{min}$		
SOUTHERN PINE										
No.2 Dense	2" - 4" wide	1,150	750	175	660	1,250	1,500,000	550,000	0.55	SPIB
No.2		1,050	650	175	565	1,100	1,400,000	510,000		
No.2 Non-Dense		975	575	175	480	1,050	1,200,000	440,000		
No.3 and Stud	600	375	175	565	625	1,200,000	440,000	0.55		
Construction	4" wide	800	500	175	565	1,150	1,300,000		470,000	
Standard		450	275	175	565	950	1,200,000		440,000	
Utility		200	125	175	565	625	1,100,000	400,000		
MIXED SOUTHERN PINE										
No.2	2" - 4" wide	1,050	650	175	565	1,100	1,400,000	510,000	0.51	SPIB
No.3 and Stud		600	375	175	565	625	1,200,000	440,000		
Construction	4" wide	800	500	175	565	1,150	1,300,000	470,000	0.51	
Standard		450	275	175	565	950	1,200,000	440,000		
Utility		200	125	175	565	625	1,100,000	400,000		

- LUMBER DIMENSIONS.** Tabulated design values are applicable to lumber that will be used under dry conditions such as in most covered structures. For 2" to 4" thick lumber the DRY dressed sizes shall be used (see Table 1A) regardless of the moisture content at the time of manufacture or use. In calculating design values, the natural gain in strength and stiffness that occurs as lumber dries has been taken into consideration as well as the reduction in size that occurs when unseasoned lumber shrinks. The gain in load carrying capacity due to increased strength and stiffness resulting from drying more than offsets the design effect of size reductions due to shrinkage.
- STRESS-RATED BOARDS.** Information for various grades of Southern Pine stress-rated boards of nominal 1", 1¼", and 1½" thickness, 2" and wider is available from the Southern Pine Inspection Bureau (SPIB) in the *Standard Grading Rules for Southern Pine Lumber*.
- SPRUCE PINE.** To obtain recommended design values for Spruce Pine graded to SPIB rules, multiply the appropriate design values for Mixed Southern Pine by the corresponding conversion factor shown below and round to the nearest 100,000 psi for  $E$ ; to the nearest 10,000 psi for  $E_{min}$ ; to the next lower multiple of 5 psi for  $F_v$  and  $F_{c\perp}$ ; to the next lower multiple of 50 psi for  $F_b$ ,  $F_t$ , and  $F_c$  if 1,000 psi or greater, 25 psi otherwise.

**CONVERSION FACTORS FOR DETERMINING DESIGN VALUES FOR SPRUCE PINE**

	Bending	Tension parallel to grain	Shear parallel to grain	Compression perpendicular to grain	Compression parallel to grain	Modulus of Elasticity
	$F_b$	$F_t$	$F_v$	$F_{c\perp}$	$F_c$	$E$ and $E_{min}$
Conversion Factor	0.78	0.78	0.98	0.73	0.78	0.82

- SIZE FACTOR.** For sizes wider than 12", use size factors for  $F_b$ ,  $F_t$ , and  $F_c$  specified for the 12" width. Use 100% of the  $F_v$ ,  $F_{c\perp}$ ,  $E$ , and  $E_{min}$  specified for the 12" width.
- When individual species or species groups are combined, the design values to be used for the combination shall be the lowest design values for each individual species or species group for each design property.
- Specific gravity,  $G$ , based on weight and volume when oven-dry.

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**TABLE 2308.9.5**  
**HEADER AND GIRDER SPANS<sup>a,b</sup> FOR EXTERIOR BEARING WALLS**  
 (Maximum Spans for Douglas Fir-Larch, Hem-Fir, Southern Pine and Spruce-Pine-Fir<sup>c</sup> and Required Number of Jack Studs)

HEADERS SUPPORTING	SIZE	GROUND SNOW LOAD (psf)*											
		30						50					
		Building width* (feet)											
		20		28		36		20		28		36	
		Span	NJ <sup>a</sup>	Span	NJ <sup>a</sup>	Span	NJ <sup>a</sup>	Span	NJ <sup>a</sup>	Span	NJ <sup>a</sup>	Span	NJ <sup>a</sup>
Roof & Ceiling	2-2x4	3-6	1	3-2	1	2-10	1	3-2	1	2-9	1	2-6	1
	2-2x6	5-5	1	4-8	1	4-2	1	4-8	1	4-1	1	3-8	2
	2-2x8	6-10	1	5-11	2	5-4	2	5-11	2	5-2	2	4-7	2
	2-2x10	8-5	2	7-3	2	6-6	2	7-3	2	6-3	2	5-7	2
	2-2x12	9-9	2	8-5	2	7-6	2	8-5	2	7-3	2	6-6	2
	3-2x8	8-4	1	7-5	1	6-8	1	7-5	1	6-5	2	5-9	2
	3-2x10	10-6	1	9-1	2	8-2	2	9-1	2	7-10	2	7-0	2
	3-2x12	12-2	2	10-7	2	9-5	2	10-7	2	9-2	2	8-2	2
	4-2x8	9-2	1	8-4	1	7-8	1	8-4	1	7-5	1	6-8	1
	4-2x10	11-8	1	10-6	1	9-5	2	10-6	1	9-1	2	8-2	2
	4-2x12	14-1	1	12-2	2	10-11	2	12-2	2	10-7	2	9-5	2
Roof, Ceiling & 1 Center-Bearing Floor	2-2x4	3-1	1	2-9	1	2-5	1	2-9	1	2-5	1	2-2	1
	2-2x6	4-6	1	4-0	1	3-7	2	4-1	1	3-7	2	3-3	2
	2-2x8	5-9	2	5-0	2	4-6	2	5-2	2	4-6	2	4-1	2
	2-2x10	7-0	2	6-2	2	5-6	2	6-4	2	5-6	2	5-0	2
	2-2x12	8-1	2	7-1	2	6-5	2	7-4	2	6-5	2	5-9	3
	3-2x8	7-2	1	6-3	2	5-8	2	6-5	2	5-8	2	5-1	2
	3-2x10	8-9	2	7-8	2	6-11	2	7-11	2	6-11	2	6-3	2
	3-2x12	10-2	2	8-11	2	8-0	2	9-2	2	8-0	2	7-3	2
	4-2x8	8-1	1	7-3	1	6-7	1	7-5	1	6-6	1	5-11	2
	4-2x10	10-1	1	8-10	2	8-0	2	9-1	2	8-0	2	7-2	2
	4-2x12	11-9	2	10-3	2	9-3	2	10-7	2	9-3	2	8-4	2
Roof, Ceiling & 1 Clear Span Floor	2-2x4	2-8	1	2-4	1	2-1	1	2-7	1	2-3	1	2-0	1
	2-2x6	3-11	1	3-5	2	3-0	2	3-10	2	3-4	2	3-0	2
	2-2x8	5-0	2	4-4	2	3-10	2	4-10	2	4-2	2	3-9	2
	2-2x10	6-1	2	5-3	2	4-8	2	5-11	2	5-1	2	4-7	3
	2-2x12	7-1	2	6-1	3	5-5	3	6-10	2	5-11	3	5-4	3
	3-2x8	6-3	2	5-5	2	4-10	2	6-1	2	5-3	2	4-8	2
	3-2x10	7-7	2	6-7	2	5-11	2	7-5	2	6-5	2	5-9	2
	3-2x12	8-10	2	7-8	2	6-10	2	8-7	2	7-5	2	6-8	2
	4-2x8	7-2	1	6-3	2	5-7	2	7-0	1	6-1	2	5-5	2
	4-2x10	8-9	2	7-7	2	6-10	2	8-7	2	7-5	2	6-7	2
	4-2x12	10-2	2	8-10	2	7-11	2	9-11	2	8-7	2	7-8	2

(continued)

**TABLE 2308.9.5—continued**  
**HEADER AND GIRDER SPANS<sup>a</sup> FOR EXTERIOR BEARING WALLS**  
 (Maximum Spans for Douglas Fir-Larch, Hem-Fir, Southern Pine and Spruce-Pine-Fir<sup>b</sup> and Required Number of Jack Studs)

HEADERS SUPPORTING	SIZE	GROUND SNOW LOAD (psf) <sup>c</sup>											
		30						50					
		Building width <sup>e</sup> (feet)											
		20		28		36		20		28		36	
		Span	NJ <sup>d</sup>	Span	NJ <sup>d</sup>	Span	NJ <sup>d</sup>	Span	NJ <sup>d</sup>	Span	NJ <sup>d</sup>	Span	NJ <sup>d</sup>
Roof, Ceiling & 2 Center-Bearing Floors	2-2×4	2-7	1	2-3	1	2-0	1	2-6	1	2-2	1	1-11	1
	2-2×6	3-9	2	3-3	2	2-11	2	3-8	2	3-2	2	2-10	2
	2-2×8	4-9	2	4-2	2	3-9	2	4-7	2	4-0	2	3-8	2
	2-2×10	5-9	2	5-1	2	4-7	3	5-8	2	4-11	2	4-5	3
	2-2×12	6-8	2	5-10	3	5-3	3	6-6	2	5-9	3	5-2	3
	3-2×8	5-11	2	5-2	2	4-8	2	5-9	2	5-1	2	4-7	2
	3-2×10	7-3	2	6-4	2	5-8	2	7-1	2	6-2	2	5-7	2
	3-2×12	8-5	2	7-4	2	6-7	2	8-2	2	7-2	2	6-5	3
	4-2×8	6-10	1	6-0	2	5-5	2	6-8	1	5-10	2	5-3	2
4-2×10	8-4	2	7-4	2	6-7	2	8-2	2	7-2	2	6-5	2	
4-2×12	9-8	2	8-6	2	7-8	2	9-5	2	8-3	2	7-5	2	
Roof, Ceiling & 2 Clear Span Floors	2-2×4	2-1	1	1-8	1	1-6	2	2-0	1	1-8	1	1-5	2
	2-2×6	3-1	2	2-8	2	2-4	2	3-0	2	2-7	2	2-3	2
	2-2×8	3-10	2	3-4	2	3-0	3	3-10	2	3-4	2	2-11	3
	2-2×10	4-9	2	4-1	3	3-8	3	4-8	2	4-0	3	3-7	3
	2-2×12	5-6	3	4-9	3	4-3	3	5-5	3	4-8	3	4-2	3
	3-2×8	4-10	2	4-2	2	3-9	2	4-9	2	4-1	2	3-8	2
	3-2×10	5-11	2	5-1	2	4-7	3	5-10	2	5-0	2	4-6	3
	3-2×12	6-10	2	5-11	3	5-4	3	6-9	2	5-10	3	5-3	3
	4-2×8	5-7	2	4-10	2	4-4	2	5-6	2	4-9	2	4-3	2
	4-2×10	6-10	2	5-11	2	5-3	2	6-9	2	5-10	2	5-2	2
	4-2×12	7-11	2	6-10	2	6-2	3	7-9	2	6-9	2	6-0	3

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.8 N/m<sup>2</sup>.

- Spans are given in feet and inches (ft-in).
- Tabulated values are for No. 2 grade lumber, except No. 1 or better grade lumber shall be used for Southern Pine 2x4's.
- Building width is measured perpendicular to the ridge. For widths between those shown, spans are permitted to be interpolated.
- NJ - Number of jack studs required to support each end. Where the number of required jack studs equals one, the header is permitted to be supported by an *approved* framing anchor attached to the full-height wall stud and to the header.
- Use 30 pounds per square foot ground snow load for cases in which ground snow load is less than 30 pounds per square foot and the roof live load is equal to or less than 20 pounds per square foot.

**TABLE 2308.9.6**  
**HEADER AND GIRDER SPANS<sup>a,b</sup> FOR INTERIOR BEARING WALLS**  
 (Maximum Spans for Douglas Fir-Larch, Hem-Fir, Southern Pine and Spruce-Pine-Fir<sup>c</sup> and Required Number of Jack Studs)

HEADERS AND GIRDERS SUPPORTING	SIZE	BUILDING width <sup>c</sup> (feet)					
		20		28		36	
		Span	NJ <sup>d</sup>	Span	NJ <sup>d</sup>	Span	NJ <sup>d</sup>
One Floor Only	2-2×4	3-1	1	2-8	1	2-5	1
	2-2×6	4-6	1	3-11	1	3-6	1
	2-2×8	5-9	1	5-0	2	4-5	2
	2-2×10	7-0	2	6-1	2	5-5	2
	2-2×12	8-1	2	7-0	2	6-3	2
	3-2×8	7-2	1	6-3	1	5-7	2
	3-2×10	8-9	1	7-7	2	6-9	2
	3-2×12	10-2	2	8-10	2	7-10	2
	4-2×8	9-0	1	7-8	1	6-9	1
	4-2×10	10-1	1	8-9	1	7-10	2
	4-2×12	11-9	1	10-2	2	9-1	2
Two Floors	2-2×4	2-2	1	1-10	1	1-7	1
	2-2×6	3-2	2	2-9	2	2-5	2
	2-2×8	4-1	2	3-6	2	3-2	2
	2-2×10	4-11	2	4-3	2	3-10	3
	2-2×12	5-9	2	5-0	3	4-5	3
	3-2×8	5-1	2	4-5	2	3-11	2
	3-2×10	6-2	2	5-4	2	4-10	2
	3-2×12	7-2	2	6-3	2	5-7	3
	4-2×8	6-1	1	5-3	2	4-8	2
	4-2×10	7-2	2	6-2	2	5-6	2
	4-2×12	8-4	2	7-2	2	6-5	2

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

a. Spans are given in feet and inches (ft-in).

b. Tabulated values are for No. 2 grade lumber, except No. 1 or better grade lumber shall be used for Southern Pine 2x4's.

c. Building width is measured perpendicular to the ridge. For widths between those shown, spans are permitted to be interpolated.

d. NJ - Number of jack studs required to support each end. Where the number of required jack studs equals one, the headers are permitted to be supported by an approved framing anchor attached to the full-height wall stud and to the header.



TABLE 2308.10.2(1)  
**CEILING JOIST SPANS FOR COMMON LUMBER SPECIES**  
(Uninhabitable Attics Without Storage, Live Load = 10 pounds psf,  $L/\Delta = 240$ )

CEILING JOIST SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 6 pounds per square foot			
		2 × 4	2 × 6	2 × 8	2 × 10
		Maximum ceiling joist spans			
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch SS	13-2	20-8	26-0	26-0
	Douglas Fir-Larch #1	12-8	19-11	26-0	26-0
	Douglas Fir-Larch #2	12-5	19-6	25-8	26-0
	Douglas Fir-Larch #3	10-10	15-10	20-1	24-6
	Hem-Fir SS	12-5	19-6	25-8	26-0
	Hem-Fir #1	12-2	19-1	25-2	26-0
	Hem-Fir #2	11-7	18-2	24-0	26-0
	Hem-Fir #3	10-10	15-10	20-1	24-6
	Southern Pine SS	12-11	20-3	26-0	26-0
	Southern Pine #1	12-8	19-11	26-0	26-0
	Southern Pine #2	<del>12-5</del> 11-10	19-6	25-8	26-0
	Southern Pine #3	<del>11-6</del> 9-8	17-0	21-8	25-7
	Spruce-Pine-Fir SS	12-2	19-1	25-2	26-0
	Spruce-Pine-Fir #1	11-10	18-8	24-7	26-0
	Spruce-Pine-Fir #2	11-10	18-8	24-7	26-0
	Spruce-Pine-Fir #3	10-10	15-10	20-1	24-6
16	Douglas Fir-Larch SS	11-11	18-9	24-8	26-0
	Douglas Fir-Larch #1	11-6	18-1	23-10	26-0
	Douglas Fir-Larch #2	11-3	17-8	23-0	26-0
	Douglas Fir-Larch #3	9-5	13-9	17-5	21-3
	Hem-Fir SS	11-3	17-8	23-4	26-0
	Hem-Fir #1	11-0	17-4	22-10	26-0
	Hem-Fir #2	10-6	16-6	21-9	26-0
	Hem-Fir #3	9-5	13-9	17-5	21-3
	Southern Pine SS	11-9	18-5	24-3	26-0
	Southern Pine #1	11-6	18-1	23-1	26-0
	Southern Pine #2	<del>11-3</del> 10-9	17-8	23-4	26-0
	Southern Pine #3	<del>10-0</del> 8-5	14-9	18-9	22-2
	Spruce-Pine-Fir SS	11-0	17-4	22-10	26-0
	Spruce-Pine-Fir #1	10-9	16-11	22-4	26-0
	Spruce-Pine-Fir #2	10-9	16-11	22-4	26-0
	Spruce-Pine-Fir #3	9-5	13-9	17-5	21-3

(continued)

TABLE 2308.10.2(1)—continued  
 CEILING JOIST SPANS FOR COMMON LUMBER SPECIES  
 (Uninhabitable Attics Without Storage, Live Load = 10 pounds psf,  $L/\Delta = 240$ )

CEILING JOIST SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 5 pounds per square foot			
		2 × 4	2 × 6	2 × 8	2 × 10
		Maximum ceiling joist spans			
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch SS	11-3	17-8	23-3	26-0
	Douglas Fir-Larch #1	10-10	17-0	22-5	26-0
	Douglas Fir-Larch #2	10-7	16-7	21-0	25-8
	Douglas Fir-Larch #3	8-7	12-6	15-10	19-5
	Hem-Fir SS	10-7	16-8	21-11	26-0
	Hem-Fir #1	10-4	16-4	21-6	26-0
	Hem-Fir #2	9-11	15-7	20-6	25-3
	Hem-Fir #3	8-7	12-6	15-10	19-5
	Southern Pine SS	11-0	17-4	22-10	26-0
	Southern Pine #1	10-10	17-0	22-5	26-0
	Southern Pine #2	<del>10-7</del> 10-2	16-8	21-11	26-0
	Southern Pine #3	<del>9-1</del> 7-8	13-6	17-2	20-3
	Spruce-Pine-Fir SS	10-4	16-4	21-6	26-0
	Spruce-Pine-Fir #1	10-2	15-11	21-0	25-8
	Spruce-Pine-Fir #2	10-2	15-11	21-0	25-8
	Spruce-Pine-Fir #3	8-7	12-6	15-10	19-5
24	Douglas Fir-Larch SS	10-5	16-4	21-7	26-0
	Douglas Fir-Larch #1	10-0	15-9	20-1	24-6
	Douglas Fir-Larch #2	9-10	14-10	18-9	22-11
	Douglas Fir-Larch #3	7-8	11-2	14-2	17-4
	Hem-Fir SS	9-10	15-6	20-5	26-0
	Hem-Fir #1	9-8	15-2	19-7	23-11
	Hem-Fir #2	9-2	14-5	18-6	22-7
	Hem-Fir #3	7-8	11-2	14-2	17-4
	Southern Pine SS	10-3	16-1	21-2	26-0
	Southern Pine #1	10-0	15-9	20-10	26-0
	Southern Pine #2	<del>9-10</del> 9-1	15-6	20-1	23-11
	Southern Pine #3	<del>8-2</del> 6-10	12-0	15-4	18-1
	Spruce-Pine-Fir SS	9-8	15-2	19-11	25-5
	Spruce-Pine-Fir #1	9-5	14-9	18-9	22-11
	Spruce-Pine-Fir #2	9-5	14-9	18-9	22-11
	Spruce-Pine-Fir #3	7-8	11-2	14-2	17-4

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.8 N/m<sup>2</sup>



TABLE 2308.10.2(2)  
CEILING JOIST SPANS FOR COMMON LUMBER SPECIES  
(Uninhabitable Attics With Limited Storage, Live Load = 20 pounds per square foot,  $L/\Delta = 240$ )

CEILING JOIST SPACING (Inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot			
		2 x 4	2 x 6	2 x 8	2 x 10
		Maximum ceiling joist spans			
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch SS	10-5	16-4	21-7	26-0
	Douglas Fir-Larch #1	10-0	15-9	20-1	24-6
	Douglas Fir-Larch #2	9-10	14-10	18-9	22-11
	Douglas Fir-Larch #3	7-8	11-2	14-2	17-4
	Hem-Fir SS	9-10	15-6	20-5	26-0
	Hem-Fir #1	9-8	15-2	19-7	23-11
	Hem-Fir #2	9-2	14-5	18-6	22-7
	Hem-Fir #3	7-8	11-2	14-2	17-4
	Southern Pine SS	10-3	16-1	21-2	26-0
	Southern Pine #1	10-0	15-9	20-10	26-0
	Southern Pine #2	9-10 9-1	15-6	20-1	23-11
	Southern Pine #3	8-2 6-10	12-0	15-4	18-1
	Spruce-Pine-Fir SS	9-8	15-2	19-11	25-5
	Spruce-Pine-Fir #1	9-5	14-9	18-9	22-11
	Spruce-Pine-Fir #2	9-5	14-9	18-9	22-11
	Spruce-Pine-Fir #3	7-8	11-2	14-2	17-4
16	Douglas Fir-Larch SS	9-6	14-11	19-7	25-0
	Douglas Fir-Larch #1	9-1	13-9	17-5	21-3
	Douglas Fir-Larch #2	8-9	12-10	16-3	19-10
	Douglas Fir-Larch #3	6-8	9-8	12-4	15-0
	Hem-Fir SS	8-11	14-1	18-6	23-8
	Hem-Fir #1	8-9	13-5	16-10	20-8
	Hem-Fir #2	8-4	12-8	16-0	19-7
	Hem-Fir #3	6-8	9-8	12-4	15-0
	Southern Pine SS	9-4	14-7	19-3	24-7
	Southern Pine #1	9-1	14-4	18-11	23-1
	Southern Pine #2	8-11 7-10	13-6	17-5	20-9
	Southern Pine #3	7-4 5-11	10-5	13-3	15-8
	Spruce-Pine-Fir SS	8-9	13-9	18-1	23-1
	Spruce-Pine-Fir #1	8-7	12-10	16-3	19-10
	Spruce-Pine-Fir #2	8-7	12-10	16-3	19-10
	Spruce-Pine-Fir #3	6-8	9-8	12-4	15-0

(continued)

TABLE 2308.10.2(2)—continued  
 CEILING JOIST SPANS FOR COMMON LUMBER SPECIES  
 (Uninhabitable Attics With Limited Storage, Live Load = 20 pounds per square foot,  $L/\Delta = 240$ )

CEILING JOIST SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot			
		2 × 4	2 × 6	2 × 8	2 × 10
		Maximum ceiling joist spans			
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch SS	8-11	14-0	18-5	23-4
	Douglas Fir-Larch #1	8-7	12-6	15-10	19-5
	Douglas Fir-Larch #2	8-0	11-9	14-10	18-2
	Douglas Fir-Larch #3	6-1	8-10	11-3	13-8
	Hem-Fir SS	8-5	13-3	17-5	22-3
	Hem-Fir #1	8-3	12-3	15-6	18-11
	Hem-Fir #2	7-10	11-7	14-8	17-10
	Hem-Fir #3	6-1	8-10	11-3	13-8
	Southern Pine SS	8-9	13-9	18-1	23-1
	Southern Pine #1	8-7	13-6	17-9	21-1
	Southern Pine #2	8-5 7-2	12-3	15-10	18-11
	Southern Pine #3	6-5 5-5	9-6	12-1	14-4
	Spruce-Pine-Fir SS	8-3	12-11	17-1	21-8
	Spruce-Pine-Fir #1	8-0	11-9	14-10	18-2
	Spruce-Pine-Fir #2	8-0	11-9	14-10	18-2
	Spruce-Pine-Fir #3	6-1	8-10	11-3	13-8
24	Douglas Fir-Larch SS	8-3	13-0	17-1	20-11
	Douglas Fir-Larch #1	7-8	11-2	14-2	17-4
	Douglas Fir-Larch #2	7-2	10-6	13-3	16-3
	Douglas Fir-Larch #3	5-5	7-11	10-0	12-3
	Hem-Fir SS	7-10	12-3	16-2	20-6
	Hem-Fir #1	7-6	10-11	13-10	16-11
	Hem-Fir #2	7-1	10-4	13-1	16-0
	Hem-Fir #3	5-5	7-11	10-0	12-3
	Southern Pine SS	8-1	12-9	16-10	21-6
	Southern Pine #1	8-0	12-6	15-10	18-10
	Southern Pine #2	7-8 6-5	11-0	14-2	16-11
	Southern Pine #3	5-9 4-10	8-6	10-10	12-10
	Spruce-Pine-Fir SS	7-8	12-0	15-10	19-5
	Spruce-Pine-Fir #1	7-2	10-6	13-3	16-3
	Spruce-Pine-Fir #2	7-2	10-6	13-3	16-3
	Spruce-Pine-Fir #3	5-5	7-11	10-0	12-3

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.8 N/m<sup>2</sup>.

**TABLE 2308.10.3(1)**  
**RAFTER SPANS FOR COMMON LUMBER SPECIES**  
 (Roof Live Load = 20 pounds per square foot, Ceiling Not Attached to Rafters,  $L/\Delta = 180$ )

RAFTER SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
			2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
			Maximum rafter spans									
			(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch	SS	11-6	18-0	23-9	26-0	26-0	11-6	18-0	23-5	26-0	26-0
	Douglas Fir-Larch	#1	11-1	17-4	22-5	26-0	26-0	10-6	15-4	19-5	23-9	26-0
	Douglas Fir-Larch	#2	10-10	16-7	21-0	25-8	26-0	9-10	14-4	18-2	22-3	25-9
	Douglas Fir-Larch	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Hem-Fir	SS	10-10	17-0	22-5	26-0	26-0	10-10	17-0	22-5	26-0	26-0
	Hem-Fir	#1	10-7	16-8	21-10	26-0	26-0	10-3	14-11	18-11	23-2	26-0
	Hem-Fir	#2	10-1	15-11	20-8	25-3	26-0	9-8	14-2	17-11	21-11	25-5
	Hem-Fir	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Southern Pine	SS	11-3	17-8	23-4	26-0	26-0	11-3	17-8	23-4	26-0	26-0
	Southern Pine	#1	11-1	17-4	22-11	26-0	26-0	11-1	17-3	21-9	25-10	26-0
	Southern Pine	#2	10-10-10-2	17-0	22-5	26-0	26-0	10-6 8-9	15-1	19-5	23-2	26-0
	Southern Pine	#3	9-1 7-8	13-6	17-2	20-3	24-1	7-11 6-8	11-8	14-10	17-6	20-11
	Spruce-Pine-Fir	SS	10-7	16-8	21-11	26-0	26-0	10-7	16-8	21-9	26-0	26-0
	Spruce-Pine-Fir	#1	10-4	16-3	21-0	25-8	26-0	9-10	14-4	18-2	22-3	25-9
	Spruce-Pine-Fir	#2	10-4	16-3	21-0	25-8	26-0	9-10	14-4	18-2	22-3	25-9
	Spruce-Pine-Fir	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
16	Douglas Fir-Larch	SS	10-5	16-4	21-7	26-0	26-0	10-5	16-0	20-3	24-9	26-0
	Douglas Fir-Larch	#1	10-0	15-4	19-5	23-9	26-0	9-1	13-3	16-10	20-7	23-10
	Douglas Fir-Larch	#2	9-10	14-4	18-2	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Douglas Fir-Larch	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10
	Hem-Fir	SS	9-10	15-6	20-5	26-0	26-0	9-10	15-6	19-11	24-4	26-0
	Hem-Fir	#1	9-8	14-11	18-11	23-2	26-0	8-10	12-11	16-5	20-0	23-3
	Hem-Fir	#2	9-2	14-2	17-11	21-11	25-5	8-5	12-3	15-6	18-11	22-0
	Hem-Fir	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10
	Southern Pine	SS	10-3	16-1	21-2	26-0	26-0	10-3	16-1	21-2	26-0	26-0
	Southern Pine	#1	10-0	15-9	20-10	25-10	26-0	10-0	15-0	18-10	22-4	26-0
	Southern Pine	#2	9-10 8-9	15-1	19-5	23-2	26-0	9-1 7-7	13-0	16-10	20-1	23-7
	Southern Pine	#3	7-11 6-8	11-8	14-10	17-6	20-11	6-10 5-9	10-1	12-10	15-2	18-1
	Spruce-Pine-Fir	SS	9-8	15-2	19-11	25-5	26-0	9-8	14-10	18-10	23-0	26-0
	Spruce-Pine-Fir	#1	9-5	14-4	18-2	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Spruce-Pine-Fir	#2	9-5	14-4	18-2	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Spruce-Pine-Fir	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10

(continued)

TABLE 2308.10.3(1)—continued  
 RAFTER SPANS FOR COMMON LUMBER SPECIES  
 (Roof Live Load = 20 pounds per square foot, Ceiling Not Attached to Rafters,  $L/\Delta = 180$ )

RAFTER SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
		2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
		Maximum rafter spans									
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch SS	9-10	15-5	20-4	25-11	26-0	9-10	14-7	18-6	22-7	26-0
	Douglas Fir-Larch #1	9-5	14-0	17-9	21-8	25-2	8-4	12-2	15-4	18-9	21-9
	Douglas Fir-Larch #2	8-11	13-1	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Douglas Fir-Larch #3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
	Hem-Fir SS	9-3	14-7	19-2	24-6	26-0	9-3	14-4	18-2	22-3	25-9
	Hem-Fir #1	9-1	13-8	17-4	21-1	24-6	8-1	11-10	15-0	18-4	21-3
	Hem-Fir #2	8-8	12-11	16-4	20-0	23-2	7-8	11-2	14-2	17-4	20-1
	Hem-Fir #3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
	Southern Pine SS	9-8	15-2	19-11	25-5	26-0	9-8	15-2	19-11	25-5	26-0
	Southern Pine #1	9-5	14-10	19-7	23-7	26-0	9-3	13-8	17-2	20-5	24-4
	Southern Pine #2	9-3 8-0	13-9	17-9	21-2	24-10	8-4 6-11	11-11	15-4	18-4	21-6
	Southern Pine #3	7-3 6-1	10-8	13-7	16-0	19-1	6-3 5-3	9-3	11-9	13-10	16-6
	Spruce-Pine-Fir SS	9-1	14-3	18-9	23-11	26-0	9-1	13-7	17-2	21-0	24-4
	Spruce-Pine-Fir #1	8-10	13-1	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Spruce-Pine-Fir #2	8-10	13-1	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Spruce-Pine-Fir #3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
24	Douglas Fir-Larch SS	9-1	14-4	18-10	23-4	26-0	8-11	13-1	16-7	20-3	23-5
	Douglas Fir-Larch #1	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Douglas Fir-Larch #2	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Douglas Fir-Larch #3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9
	Hem-Fir SS	8-7	13-6	17-10	22-9	26-0	8-7	12-10	16-3	19-10	23-0
	Hem-Fir #1	8-4	12-3	15-6	18-11	21-11	7-3	10-7	13-5	16-4	19-0
	Hem-Fir #2	7-11	11-7	14-8	17-10	20-9	6-10	10-0	12-8	15-6	17-11
	Hem-Fir #3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9
	Southern Pine SS	8-11	14-1	18-6	23-8	26-0	8-11	14-1	18-6	22-11	26-0
	Southern Pine #1	8-9	13-9	17-9	21-1	25-2	8-3	12-3	15-4	18-3	21-9
	Southern Pine #2	8-7 7-2	12-3	15-10	18-11	22-2	7-5 6-2	10-8	13-9	16-5	19-3
	Southern Pine #3	6-5 5-5	9-6	12-1	14-4	17-1	5-7 4-8	8-3	10-6	12-5	14-9
	Spruce-Pine-Fir SS	8-5	13-3	17-5	21-8	25-2	8-4	12-2	15-4	18-9	21-9
	Spruce-Pine-Fir #1	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Spruce-Pine-Fir #2	8-0	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Spruce-Pine-Fir #3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.9 N/m<sup>2</sup>.



TABLE 2308.10.3(2)  
**RAFTER SPANS FOR COMMON LUMBER SPECIES**  
 (Roof Live Load = 20 pounds per square foot, Ceiling Attached to Rafters, L/A = 240)

RAFTER SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
			2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
			Maximum rafter spans									
			(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch	SS	10-5	16-4	21-7	26-0	26-0	10-5	16-4	21-7	26-0	26-0
	Douglas Fir-Larch	#1	10-0	15-9	20-10	26-0	26-0	10-0	15-4	19-5	23-9	26-0
	Douglas Fir-Larch	#2	9-10	15-6	20-5	25-8	26-0	9-10	14-4	18-2	22-3	25-9
	Douglas Fir-Larch	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Hem-Fir	SS	9-10	15-6	20-5	26-0	26-0	9-10	15-6	20-5	26-0	26-0
	Hem-Fir	#1	9-8	15-2	19-11	25-5	26-0	9-8	14-11	18-11	23-2	26-0
	Hem-Fir	#2	9-2	14-5	19-0	24-3	26-0	9-2	14-2	17-11	21-11	25-5
	Hem-Fir	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Southern Pine	SS	10-3	16-1	21-2	26-0	26-0	10-3	16-1	21-2	26-0	26-0
	Southern Pine	#1	10-0	15-9	20-10	26-0	26-0	10-0	15-9	20-10	25-10	26-0
	Southern Pine	#2	<del>9-10</del> 9-5	15-6	20-5	26-0	26-0	<del>9-10</del> 8-9	15-1	19-5	23-2	26-0
	Southern Pine	#3	<del>9-1</del> 7-8	13-6	17-2	20-3	24-1	<del>7-11</del> 6-8	11-8	14-10	17-6	20-11
	Spruce-Pine-Fir	SS	9-8	15-2	19-11	25-5	26-0	9-8	15-2	19-11	25-5	26-0
	Spruce-Pine-Fir	#1	9-5	14-9	19-6	24-10	26-0	9-5	14-4	18-2	22-3	25-9
	Spruce-Pine-Fir	#2	9-5	14-9	19-6	24-10	26-0	9-5	14-4	18-2	22-3	25-9
	Spruce-Pine-Fir	#3	8-7	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
16	Douglas Fir-Larch	SS	9-6	14-11	19-7	25-0	26-0	9-6	14-11	19-7	24-9	26-0
	Douglas Fir-Larch	#1	9-1	14-4	18-11	23-9	26-0	9-1	13-3	16-10	20-7	23-10
	Douglas Fir-Larch	#2	8-11	14-1	18-2	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Douglas Fir-Larch	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10
	Hem-Fir	SS	8-11	14-1	18-6	23-8	26-0	8-11	14-1	18-6	23-8	26-0
	Hem-Fir	#1	8-9	13-9	18-1	23-1	26-0	8-9	12-11	16-5	20-0	23-3
	Hem-Fir	#2	8-4	13-1	17-3	21-11	25-5	8-4	12-3	15-6	18-11	22-0
	Hem-Fir	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10
	Southern Pine	SS	9-4	14-7	19-3	24-7	26-0	9-4	14-7	19-3	24-7	26-0
	Southern Pine	#1	9-1	14-4	18-11	24-1	26-0	9-1	14-4	18-10	22-4	26-0
	Southern Pine	#2	<del>8-11</del> 8-7	14-1	18-6	23-2	26-0	<del>8-11</del> 7-7	13-0	16-10	20-1	23-7
	Southern Pine	#3	<del>7-11</del> 6-8	11-8	14-10	17-6	20-11	<del>6-10</del> 5-9	10-1	12-10	15-2	18-1
	Spruce-Pine-Fir	SS	8-9	13-9	18-1	23-1	26-0	8-9	13-9	18-1	23-0	26-0
	Spruce-Pine-Fir	#1	8-7	13-5	17-9	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Spruce-Pine-Fir	#2	8-7	13-5	17-9	22-3	25-9	8-6	12-5	15-9	19-3	22-4
	Spruce-Pine-Fir	#3	7-5	10-10	13-9	16-9	19-6	6-5	9-5	11-11	14-6	16-10

(continued)

TABLE 2308.10.3(2)—continued  
 RAFTER SPANS FOR COMMON LUMBER SPECIES  
 (Roof Live Load = 20 pounds per square foot, Ceiling Attached to Rafters, L/Δ = 240)

RAFTER SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
			2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
			Maximum rafter spans									
			(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch	SS	8-11	14-0	18-5	23-7	26-0	8-11	14-0	18-5	22-7	26-0
	Douglas Fir-Larch	#1	8-7	13-6	17-9	21-8	25-2	8-4	12-2	15-4	18-9	21-9
	Douglas Fir-Larch	#2	8-5	13-1	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Douglas Fir-Larch	#3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
	Hem-Fir	SS	8-5	13-3	17-5	22-3	26-0	8-5	13-3	17-5	22-3	25-9
	Hem-Fir	#1	8-3	12-11	17-1	21-1	24-6	8-1	11-10	15-0	18-4	21-3
	Hem-Fir	#2	7-10	12-4	16-3	20-0	23-2	7-8	11-2	14-2	17-4	20-1
	Hem-Fir	#3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
	Southern Pine	SS	8-9	13-9	18-1	23-1	26-0	8-9	13-9	18-1	23-1	26-0
	Southern Pine	#1	8-7	13-6	17-9	22-8	26-0	8-7	13-6	17-2	20-5	24-4
	Southern Pine	#2	8-5 8-0	13-3	17-5	21-2	24-10	8-4 6-11	11-11	15-4	18-4	21-6
	Southern Pine	#3	7-3 6-1	10-8	13-7	16-0	19-1	6-3 5-3	9-3	11-9	13-10	16-6
	Spruce-Pine-Fir	SS	8-3	12-11	17-1	21-9	26-0	8-3	12-11	17-1	21-0	24-4
	Spruce-Pine-Fir	#1	8-1	12-8	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Spruce-Pine-Fir	#2	8-1	12-8	16-7	20-3	23-6	7-9	11-4	14-4	17-7	20-4
	Spruce-Pine-Fir	#3	6-9	9-11	12-7	15-4	17-9	5-10	8-7	10-10	13-3	15-5
24	Douglas Fir-Larch	SS	8-3	13-0	17-2	21-10	26-0	8-3	13-0	16-7	20-3	23-5
	Douglas Fir-Larch	#1	8-0	12-6	15-10	19-5	22-6	7-5	10-10	13-9	16-9	19-6
	Douglas Fir-Larch	#2	7-10	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Douglas Fir-Larch	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9
	Hem-Fir	SS	7-10	12-3	16-2	20-8	25-1	7-10	12-3	16-2	19-10	23-0
	Hem-Fir	#1	7-8	12-0	15-6	18-11	21-11	7-3	10-7	13-5	16-4	19-0
	Hem-Fir	#2	7-3	11-5	14-8	17-10	20-9	6-10	10-0	12-8	15-6	17-11
	Hem-Fir	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9
	Southern Pine	SS	8-1	12-9	16-10	21-6	26-0	8-1	12-9	16-10	21-6	26-0
	Southern Pine	#1	8-0	12-6	16-6	21-1	25-2	8-0	12-3	15-4	18-3	21-9
	Southern Pine	#2	7-10 7-2	12-3	15-10	18-11	22-2	7-5 6-2	10-8	13-9	16-5	19-3
	Southern Pine	#3	6-5 5-5	9-6	12-1	14-4	17-1	5-7 4-8	8-3	10-6	12-5	14-9
	Spruce-Pine-Fir	SS	7-8	12-0	15-10	20-2	24-7	7-8	12-0	15-4	18-9	21-9
	Spruce-Pine-Fir	#1	7-6	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Spruce-Pine-Fir	#2	7-6	11-9	14-10	18-2	21-0	6-11	10-2	12-10	15-8	18-3
	Spruce-Pine-Fir	#3	6-1	8-10	11-3	13-8	15-11	5-3	7-8	9-9	11-10	13-9

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.9 N/m<sup>2</sup>.

TABLE 2308.10.3(3)  
**RAFTER SPANS FOR COMMON LUMBER SPECIES**  
 (Ground Snow Load = 30 pounds per square foot, Ceiling Not Attached to Rafters, L/Δ = 180)

RAFTER SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
		2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
		Maximum rafter spans									
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch SS	10-0	15-9	20-9	26-0	26-0	10-0	15-9	20-1	24-6	26-0
	Douglas Fir-Larch #1	9-8	14-9	18-8	22-9	26-0	9-0	13-2	16-8	20-4	23-7
	Douglas Fir-Larch #2	9-5	13-9	17-5	21-4	24-8	8-5	12-4	15-7	19-1	22-1
	Douglas Fir-Larch #3	7-1	10-5	13-2	16-1	18-8	6-4	9-4	11-9	14-5	16-8
	Hem-Fir SS	9-6	14-10	19-7	25-0	26-0	9-6	14-10	19-7	24-1	26-0
	Hem-Fir #1	9-3	14-4	18-2	22-2	25-9	8-9	12-10	16-3	19-10	23-0
	Hem-Fir #2	8-10	13-7	17-2	21-0	24-4	8-4	12-2	15-4	18-9	21-9
	Hem-Fir #3	7-1	10-5	13-2	16-1	18-8	6-4	9-4	11-9	14-5	16-8
	Southern Pine SS	9-10	15-6	20-5	26-0	26-0	9-10	15-6	20-5	26-0	26-0
	Southern Pine #1	9-8	15-2	20-0	24-9	26-0	9-8	14-10	18-8	22-2	26-0
	Southern Pine #2	9-6 8-5	14-5	18-8	22-3	26-0	9-0 7-6	12-11	16-8	19-11	23-4
	Southern Pine #3	7-7 6-4	11-2	14-3	16-10	20-0	6-9 5-8	10-0	12-9	15-1	17-11
	Spruce-Pine-Fir SS	9-3	14-7	19-2	24-6	26-0	9-3	14-7	18-8	22-9	26-0
	Spruce-Pine-Fir #1	9-1	13-9	17-5	21-4	24-8	8-5	12-4	15-7	19-1	22-1
	Spruce-Pine-Fir #2	9-1	13-9	17-5	21-4	24-8	8-5	12-4	15-7	19-1	22-1
	Spruce-Pine-Fir #3	7-1	10-5	13-2	16-1	18-8	6-4	9-4	11-9	14-5	16-8
16	Douglas Fir-Larch SS	9-1	14-4	18-10	23-9	26-0	9-1	13-9	17-5	21-3	24-8
	Douglas Fir-Larch #1	8-9	12-9	16-2	19-9	22-10	7-10	11-5	14-5	17-8	20-5
	Douglas Fir-Larch #2	8-2	11-11	15-1	18-5	21-5	7-3	10-8	13-6	16-6	19-2
	Douglas Fir-Larch #3	6-2	9-0	11-5	13-11	16-2	5-6	8-1	10-3	12-6	14-6
	Hem-Fir SS	8-7	13-6	17-10	22-9	26-0	8-7	13-6	17-1	20-10	24-2
	Hem-Fir #1	8-5	12-5	15-9	19-3	22-3	7-7	11-1	14-1	17-2	19-11
	Hem-Fir #2	8-0	11-9	14-11	18-2	21-1	7-2	10-6	13-4	16-3	18-10
	Hem-Fir #3	6-2	9-0	11-5	13-11	16-2	5-6	8-1	10-3	12-6	14-6
	Southern Pine SS	8-11	14-1	18-6	23-8	26-0	8-11	14-1	18-6	23-8	26-0
	Southern Pine #1	8-9	13-9	18-1	21-5	25-7	8-8	12-10	16-2	19-2	22-10
	Southern Pine #2	8-7 7-3	12-6	16-2	19-3	22-7	7-10 6-6	11-2	14-5	17-3	20-2
	Southern Pine #3	6-7 5-6	9-8	12-4	14-7	17-4	5-10 4-11	8-8	11-0	13-0	15-6
	Spruce-Pine-Fir SS	8-5	13-3	17-5	22-1	25-7	8-5	12-9	16-2	19-9	22-10
	Spruce-Pine-Fir #1	8-2	11-11	15-1	18-5	21-5	7-3	10-8	13-6	16-6	19-2
	Spruce-Pine-Fir #2	8-2	11-11	15-1	18-5	21-5	7-3	10-8	13-6	16-6	19-2
	Spruce-Pine-Fir #3	6-2	9-0	11-5	13-11	16-2	5-6	8-1	10-3	12-6	14-6

(continued)



TABLE 2308.10.3(3)—continued  
 RAFTER SPANS FOR COMMON LUMBER SPECIES  
 (Ground Snow Load = 30 pounds per square foot, Ceiling Not Attached to Rafters,  $L/\Delta = 180$ )

RAFTER SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
			2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
			Maximum rafter spans									
			(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch	SS	8-7	13-6	17-9	21-8	25-2	8-7	12-6	15-10	19-5	22-6
	Douglas Fir-Larch	#1	7-11	11-8	14-9	18-0	20-11	7-1	10-5	13-2	16-1	18-8
	Douglas Fir-Larch	#2	7-5	10-11	13-9	16-10	19-6	6-8	9-9	12-4	15-1	17-6
	Douglas Fir-Larch	#3	5-7	8-3	10-5	12-9	14-9	5-0	7-4	9-4	11-5	13-2
	Hem-Fir	SS	8-1	12-9	16-9	21-4	24-8	8-1	12-4	15-7	19-1	22-1
	Hem-Fir	#1	7-9	11-4	14-4	17-7	20-4	6-11	10-2	12-10	15-8	18-2
	Hem-Fir	#2	7-4	10-9	13-7	16-7	19-3	6-7	9-7	12-2	14-10	17-3
	Hem-Fir	#3	5-7	8-3	10-5	12-9	14-9	5-0	7-4	9-4	11-5	13-2
	Southern Pine	SS	8-5	13-3	17-5	22-3	26-0	8-5	13-3	17-5	22-0	25-9
	Southern Pine	#1	8-3	13-0	16-6	19-7	23-4	7-11	11-9	14-9	17-6	20-11
	Southern Pine	#2	7-11 6-8	11-5	14-9	17-7	20-7	7-1 6-0	10-2	13-2	15-9	18-5
	Southern Pine	#3	6-0 5-0	8-10	11-3	13-4	15-10	5-4 4-6	7-11	10-1	11-11	14-2
	Spruce-Pine-Fir	SS	7-11	12-5	16-5	20-2	23-4	7-11	11-8	14-9	18-0	20-11
	Spruce-Pine-Fir	#1	7-5	10-11	13-9	16-10	19-6	6-8	9-9	12-4	15-1	17-6
	Spruce-Pine-Fir	#2	7-5	10-11	13-9	16-10	19-6	6-8	9-9	12-4	15-1	17-6
	Spruce-Pine-Fir	#3	5-7	8-3	10-5	12-9	14-9	5-0	7-4	9-4	11-5	13-2
24	Douglas Fir-Larch	SS	7-11	12-6	15-10	19-5	22-6	7-8	11-3	14-2	17-4	20-1
	Douglas Fir-Larch	#1	7-1	10-5	13-2	16-1	18-8	6-4	9-4	11-9	14-5	16-8
	Douglas Fir-Larch	#2	6-8	9-9	12-4	15-1	17-6	5-11	8-8	11-0	13-6	15-7
	Douglas Fir-Larch	#3	5-0	7-4	9-4	11-5	13-2	4-6	6-7	8-4	10-2	11-10
	Hem-Fir	SS	7-6	11-10	15-7	19-1	22-1	7-6	11-0	13-11	17-0	19-9
	Hem-Fir	#1	6-11	10-2	12-10	15-8	18-2	6-2	9-1	11-6	14-0	16-3
	Hem-Fir	#2	6-7	9-7	12-2	14-10	17-3	5-10	8-7	10-10	13-3	15-5
	Hem-Fir	#3	5-0	7-4	9-4	11-5	13-2	4-6	6-7	8-4	10-2	11-10
	Southern Pine	SS	7-10	12-3	16-2	20-8	25-1	7-10	12-3	16-2	19-8	23-0
	Southern Pine	#1	7-8	11-9	14-9	17-6	20-11	7-1	10-6	13-2	15-8	18-8
	Southern Pine	#2	7-1 6-0	10-2	13-2	15-9	18-5	6-4 5-4	9-2	11-9	14-1	16-6
	Southern Pine	#3	5-4 4-6	7-11	10-1	11-11	14-2	4-9 4-0	7-1	9-0	10-8	12-8
	Spruce-Pine-Fir	SS	7-4	11-7	14-9	18-0	20-11	7-1	10-5	13-2	16-1	18-8
	Spruce-Pine-Fir	#1	6-8	9-9	12-4	15-1	17-6	5-11	8-8	11-0	13-6	15-7
	Spruce-Pine-Fir	#2	6-8	9-9	12-4	15-1	17-6	5-11	8-8	11-0	13-6	15-7
	Spruce-Pine-Fir	#3	5-0	7-4	9-4	11-5	13-2	4-6	6-7	8-4	10-2	11-10

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.9 N/m<sup>2</sup>.



TABLE 2308.10.3(4)  
**RAFTER SPANS FOR COMMON LUMBER SPECIES**  
 (Ground Snow Load = 50 pounds per square foot, Ceiling Not Attached to Rafters, L/Δ = 180)

RAFTER SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
		2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
		Maximum rafter spans									
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch SS	8-5	13-3	17-6	22-4	26-0	8-5	13-3	17-0	20-9	24-10
	Douglas Fir-Larch #1	8-2	12-0	15-3	18-7	21-7	7-7	11-2	14-1	17-3	20-0
	Douglas Fir-Larch #2	7-8	11-3	14-3	17-5	20-2	7-1	10-5	13-2	16-1	18-8
	Douglas Fir-Larch #3	5-10	8-6	10-9	13-2	15-3	5-5	7-10	10-0	12-2	14-1
	Hem-Fir SS	8-0	12-6	16-6	21-1	25-6	8-0	12-6	16-6	20-4	23-7
	Hem-Fir #1	7-10	11-9	14-10	18-1	21-0	7-5	10-10	13-9	16-9	19-5
	Hem-Fir #2	7-5	11-1	14-0	17-2	19-11	7-0	10-3	13-0	15-10	18-5
	Hem-Fir #3	5-10	8-6	10-9	13-2	15-3	5-5	7-10	10-0	12-2	14-1
	Southern Pine SS	8-4	13-0	17-2	21-11	26-0	8-4	13-0	17-2	21-11	26-0
	Southern Pine #1	8-2	12-10	16-10	20-3	24-1	8-2	12-6	15-9	18-9	22-4
	Southern Pine #2	8-0 6-10	11-9	15-3	18-2	21-3	7-7 6-4	10-11	14-1	16-10	19-9
	Southern Pine #3	6-2 5-2	9-2	11-8	13-9	16-4	5-9 4-10	8-5	10-9	12-9	15-2
	Spruce-Pine-Fir SS	7-10	12-3	16-2	20-8	24-1	7-10	12-3	15-9	19-3	22-4
	Spruce-Pine-Fir #1	7-8	11-3	14-3	17-5	20-2	7-1	10-5	13-2	16-1	18-8
	Spruce-Pine-Fir #2	7-8	11-3	14-3	17-5	20-2	7-1	10-5	13-2	16-1	18-8
	Spruce-Pine-Fir #3	5-10	8-6	10-9	13-2	15-3	5-5	7-10	10-0	12-2	14-1
16	Douglas Fir-Larch SS	7-8	12-1	15-10	19-5	22-6	7-8	11-7	14-8	17-11	20-10
	Douglas Fir-Larch #1	7-1	10-5	13-2	16-1	18-8	6-7	9-8	12-2	14-11	17-3
	Douglas Fir-Larch #2	6-8	9-9	12-4	15-1	17-6	6-2	9-0	11-5	13-11	16-2
	Douglas Fir-Larch #3	5-0	7-4	9-4	11-5	13-2	4-8	6-10	8-8	10-6	12-3
	Hem-Fir SS	7-3	11-5	15-0	19-1	22-1	7-3	11-5	14-5	17-8	20-5
	Hem-Fir #1	6-11	10-2	12-10	15-8	18-2	6-5	9-5	11-11	14-6	16-10
	Hem-Fir #2	6-7	9-7	12-2	14-10	17-3	6-1	8-11	11-3	13-9	15-11
	Hem-Fir #3	5-0	7-4	9-4	11-5	13-2	4-8	6-10	8-8	10-6	12-3
	Southern Pine SS	7-6	11-10	15-7	19-11	24-3	7-6	11-10	15-7	19-11	23-10
	Southern Pine #1	7-5	11-7	14-9	17-6	20-11	7-4	10-10	13-8	16-2	19-4
	Southern Pine #2	7-1 6-0	10-2	13-2	15-9	18-5	6-7 5-6	9-5	12-2	14-7	17-1
	Southern Pine #3	5-4 4-6	7-11	10-1	11-11	14-2	4-11 4-2	7-4	9-4	11-0	13-1
	Spruce-Pine-Fir SS	7-1	11-2	14-8	18-0	20-11	7-1	10-9	13-8	16-8	19-4
	Spruce-Pine-Fir #1	6-8	9-9	12-4	15-1	17-6	6-2	9-0	11-5	13-11	16-2
	Spruce-Pine-Fir #2	6-8	9-9	12-4	15-1	17-6	6-2	9-0	11-5	13-11	16-2
	Spruce-Pine-Fir #3	5-0	7-4	9-4	11-5	13-2	4-8	6-10	8-8	10-6	12-3

(continued)

TABLE 2308.10.3(4)—continued  
 RAFTER SPANS FOR COMMON LUMBER SPECIES  
 (Ground Snow Load = 50 pounds per square foot, Ceiling Not Attached to Rafters, L/A = 180)

RAFTER SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
		2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
		Maximum rafter spans									
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch SS	7-3	11-4	14-6	17-8	20-6	7-3	10-7	13-5	16-5	19-0
	Douglas Fir-Larch #1	6-6	9-6	12-0	14-8	17-1	6-0	8-10	11-2	13-7	15-9
	Douglas Fir-Larch #2	6-1	8-11	11-3	13-9	15-11	5-7	8-3	10-5	12-9	14-9
	Douglas Fir-Larch #3	4-7	6-9	8-6	10-5	12-1	4-3	6-3	7-11	9-7	11-2
	Hem-Fir SS	6-10	10-9	14-2	17-5	20-2	6-10	10-5	13-2	16-1	18-8
	Hem-Fir #1	6-4	9-3	11-9	14-4	16-7	5-10	8-7	10-10	13-3	15-5
	Hem-Fir #2	6-0	8-9	11-1	13-7	15-9	5-7	8-1	10-3	12-7	14-7
	Hem-Fir #3	4-7	6-9	8-6	10-5	12-1	4-3	6-3	7-11	9-7	11-2
	Southern Pine SS	7-1	11-2	14-8	18-9	22-10	7-1	11-2	14-8	18-7	21-9
	Southern Pine #1	7-0	10-8	13-5	16-0	19-1	6-8	9-11	12-5	14-10	17-8
	Southern Pine #2	6-6 5-5	9-4	12-0	14-4	16-10	6-0 5-0	8-8	11-2	13-4	15-7
	Southern Pine #3	4-11 4-1	7-3	9-2	10-10	12-11	4-6 3-10	6-8	8-6	10-1	12-0
	Spruce-Pine-Fir SS	6-8	10-6	13-5	16-5	19-1	6-8	9-10	12-5	15-3	17-8
	Spruce-Pine-Fir #1	6-1	8-11	11-3	13-9	15-11	5-7	8-3	10-5	12-9	14-9
	Spruce-Pine-Fir #2	6-1	8-11	11-3	13-9	15-11	5-7	8-3	10-5	12-9	14-9
	Spruce-Pine-Fir #3	4-7	6-9	8-6	10-5	12-1	4-3	6-3	7-11	9-7	11-2
24	Douglas Fir-Larch SS	6-8	10-3	13-0	15-10	18-4	6-6	9-6	12-0	14-8	17-0
	Douglas Fir-Larch #1	5-10	8-6	10-9	13-2	15-3	5-5	7-10	10-0	12-2	14-1
	Douglas Fir-Larch #2	5-5	7-11	10-1	12-4	14-3	5-0	7-4	9-4	11-5	13-2
	Douglas Fir-Larch #3	4-1	6-0	7-7	9-4	10-9	3-10	5-7	7-1	8-7	10-0
	Hem-Fir SS	6-4	9-11	12-9	15-7	18-0	6-4	9-4	11-9	14-5	16-8
	Hem-Fir #1	5-8	8-3	10-6	12-10	14-10	5-3	7-8	9-9	11-10	13-9
	Hem-Fir #2	5-4	7-10	9-11	12-1	14-1	4-11	7-3	9-2	11-3	13-0
	Hem-Fir #3	4-1	6-0	7-7	9-4	10-9	3-10	5-7	7-1	8-7	10-0
	Southern Pine SS	6-7	10-4	13-8	17-5	21-0	6-7	10-4	13-8	16-7	19-5
	Southern Pine #1	6-5	9-7	12-0	14-4	17-1	6-0	8-10	11-2	13-3	15-9
	Southern Pine #2	5-10 4-10	8-4	10-9	12-10	15-1	5-5 4-6	7-9	10-0	11-11	13-11
	Southern Pine #3	4-4 3-8	6-5	8-3	9-9	11-7	4-1 3-5	6-0	7-7	9-0	10-8
	Spruce-Pine-Fir SS	6-2	9-6	12-0	14-8	17-1	6-0	8-10	11-2	13-7	15-9
	Spruce-Pine-Fir #1	5-5	7-11	10-1	12-4	14-3	5-0	7-4	9-4	11-5	13-2
	Spruce-Pine-Fir #2	5-5	7-11	10-1	12-4	14-3	5-0	7-4	9-4	11-5	13-2
	Spruce-Pine-Fir #3	4-1	6-0	7-7	9-4	10-9	3-10	5-7	7-1	8-7	10-0

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.9 N/m<sup>2</sup>.

TABLE 2308.10.3(5)  
**RAFTER SPANS FOR COMMON LUMBER SPECIES**  
 (Ground Snow Load = 30 pounds per square foot, Ceiling Attached to Rafters, L/Δ = 240)

RAFTER SPACING (inches)	SPECIES AND GRADE		DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
			2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
			Maximum rafter spans									
			(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch	SS	9-1	14-4	18-10	24-1	26-0	9-1	14-4	18-10	24-1	26-0
	Douglas Fir-Larch	#1	8-9	13-9	18-2	22-9	26-0	8-9	13-2	16-8	20-4	23-7
	Douglas Fir-Larch	#2	8-7	13-6	17-5	21-4	24-8	8-5	12-4	15-7	19-1	22-1
	Douglas Fir-Larch	#3	7-1	10-5	13-2	16-1	18-8	6-4	9-4	11-9	14-5	16-8
	Hem-Fir	SS	8-7	13-6	17-10	22-9	26-0	8-7	13-6	17-10	22-9	26-0
	Hem-Fir	#1	8-5	13-3	17-5	22-2	25-9	8-5	12-10	16-3	19-10	23-0
	Hem-Fir	#2	8-0	12-7	16-7	21-0	24-4	8-0	12-2	15-4	18-9	21-9
	Hem-Fir	#3	7-1	10-5	13-2	16-1	18-8	6-4	9-4	11-9	14-5	16-8
	Southern Pine	SS	8-11	14-1	18-6	23-8	26-0	8-11	14-1	18-6	23-8	26-0
	Southern Pine	#1	8-9	13-9	18-2	23-2	26-0	8-9	13-9	18-2	22-2	26-0
	Southern Pine	#2	8-7 8-3	13-6	17-10	22-3	26-0	8-7 7-6	12-11	16-8	19-11	23-4
	Southern Pine	#3	7-7 6-4	11-2	14-3	16-10	20-0	6-9 5-8	10-0	12-9	15-1	17-11
	Spruce-Pine-Fir	SS	8-5	13-3	17-5	22-3	26-0	8-5	13-3	17-5	22-3	26-0
	Spruce-Pine-Fir	#1	8-3	12-11	17-0	21-4	24-8	8-3	12-4	15-7	19-1	22-1
	Spruce-Pine-Fir	#2	8-3	12-11	17-0	21-4	24-8	8-3	12-4	15-7	19-1	22-1
	Spruce-Pine-Fir	#3	7-1	10-5	13-2	16-1	18-8	6-4	9-4	11-9	14-5	16-8
16	Douglas Fir-Larch	SS	8-3	13-0	17-2	21-10	26-0	8-3	13-0	17-2	21-3	24-8
	Douglas Fir-Larch	#1	8-0	12-6	16-2	19-9	22-10	7-10	11-5	14-5	17-8	20-5
	Douglas Fir-Larch	#2	7-10	11-11	15-1	18-5	21-5	7-3	10-8	13-6	16-6	19-2
	Douglas Fir-Larch	#3	6-2	9-0	11-5	13-11	16-2	5-6	8-1	10-3	12-6	14-6
	Hem-Fir	SS	7-10	12-3	16-2	20-8	25-1	7-10	12-3	16-2	20-8	24-2
	Hem-Fir	#1	7-8	12-0	15-9	19-3	22-3	7-7	11-1	14-1	17-2	19-11
	Hem-Fir	#2	7-3	11-5	14-11	18-2	21-1	7-2	10-6	13-4	16-3	18-10
	Hem-Fir	#3	6-2	9-0	11-5	13-11	16-2	5-6	8-1	10-3	12-6	14-6
	Southern Pine	SS	8-1	12-9	16-10	21-6	26-0	8-1	12-9	16-10	21-6	26-0
	Southern Pine	#1	8-0	12-6	16-6	21-1	25-7	8-0	12-6	16-2	19-2	22-10
	Southern Pine	#2	7-10 7-3	12-3	16-2	19-3	22-7	7-10 6-6	11-2	14-5	17-3	20-2
	Southern Pine	#3	6-7 5-6	9-8	12-4	14-7	17-4	5-10 4-11	8-8	11-0	13-0	15-6
	Spruce-Pine-Fir	SS	7-8	12-0	15-10	20-2	24-7	7-8	12-0	15-10	19-9	22-10
	Spruce-Pine-Fir	#1	7-6	11-9	15-1	18-5	21-5	7-3	10-8	13-6	16-6	19-2
	Spruce-Pine-Fir	#2	7-6	11-9	15-1	18-5	21-5	7-3	10-8	13-6	16-6	19-2
	Spruce-Pine-Fir	#3	6-2	9-0	11-5	13-11	16-2	5-6	8-1	10-3	12-6	14-6

(continued)



TABLE 2308.10.3(5)—continued  
 RAFTER SPANS FOR COMMON LUMBER SPECIES  
 (Ground Snow Load = 30 pounds per square foot, Ceiling Attached to Rafters, L/Δ = 240)

RAFTER SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
		2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
		Maximum rafter spans									
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch SS	7-9	12-3	16-1	20-7	25-0	7-9	12-3	15-10	19-5	22-6
	Douglas Fir-Larch #1	7-6	11-8	14-9	18-0	20-11	7-1	10-5	13-2	16-1	18-8
	Douglas Fir-Larch #2	7-4	10-11	13-9	16-10	19-6	6-8	9-9	12-4	15-1	17-6
	Douglas Fir-Larch #3	5-7	8-3	10-5	12-9	14-9	5-0	7-4	9-4	11-5	13-2
	Hem-Fir SS	7-4	11-7	15-3	19-5	23-7	7-4	11-7	15-3	19-1	22-1
	Hem-Fir #1	7-2	11-4	14-4	17-7	20-4	6-11	10-2	12-10	15-8	18-2
	Hem-Fir #2	6-10	10-9	13-7	16-7	19-3	6-7	9-7	12-2	14-10	17-3
	Hem-Fir #3	5-7	8-3	10-5	12-9	14-9	5-0	7-4	9-4	11-5	13-2
	Southern Pine SS	7-8	12-0	15-10	20-2	24-7	7-8	12-0	15-10	20-2	24-7
	Southern Pine #1	7-6	11-9	15-6	19-7	23-4	7-6	11-9	14-9	17-6	20-11
	Southern Pine #2	7-4 6-8	11-5	14-9	17-7	20-7	7-4 6-0	10-2	13-2	15-9	18-5
	Southern Pine #3	6-0 5-0	8-10	11-3	13-4	15-10	5-4 4-6	7-11	10-1	11-11	14-2
	Spruce-Pine-Fir SS	7-2	11-4	14-11	19-0	23-1	7-2	11-4	14-9	18-0	20-11
	Spruce-Pine-Fir #1	7-0	10-11	13-9	16-10	19-6	6-8	9-9	12-4	15-1	17-6
	Spruce-Pine-Fir #2	7-0	10-11	13-9	16-10	19-6	6-8	9-9	12-4	15-1	17-6
	Spruce-Pine-Fir #3	5-7	8-3	10-5	12-9	14-9	5-0	7-4	9-4	11-5	13-2
24	Douglas Fir-Larch SS	7-3	11-4	15-0	19-1	22-6	7-3	11-3	14-2	17-4	20-1
	Douglas Fir-Larch #1	7-0	10-5	13-2	16-1	18-8	6-4	9-4	11-9	14-5	16-8
	Douglas Fir-Larch #2	6-8	9-9	12-4	15-1	17-6	5-11	8-8	11-0	13-6	15-7
	Douglas Fir-Larch #3	5-0	7-4	9-4	11-5	13-2	4-6	6-7	8-4	10-2	11-10
	Hem-Fir SS	6-10	10-9	14-2	18-0	21-11	6-10	10-9	13-11	17-0	19-9
	Hem-Fir #1	6-8	10-2	12-10	15-8	18-2	6-2	9-1	11-6	14-0	16-3
	Hem-Fir #2	6-4	9-7	12-2	14-10	17-3	5-10	8-7	10-10	13-3	15-5
	Hem-Fir #3	5-0	7-4	9-4	11-5	13-2	4-6	6-7	8-4	10-2	11-10
	Southern Pine SS	7-1	11-2	14-8	18-9	22-10	7-1	11-2	14-8	18-9	22-10
	Southern Pine #1	7-0	10-11	14-5	17-6	20-11	7-0	10-6	13-2	15-8	18-8
	Southern Pine #2	6-10 6-0	10-2	13-2	15-9	18-5	6-4 5-4	9-2	11-9	14-1	16-6
	Southern Pine #3	5-4 4-6	7-11	10-1	11-11	14-2	4-9 4-0	7-1	9-0	10-8	12-8
	Spruce-Pine-Fir SS	6-8	10-6	13-10	17-8	20-11	6-8	10-5	13-2	16-1	18-8
	Spruce-Pine-Fir #1	6-6	9-9	12-4	15-1	17-6	5-11	8-8	11-0	13-6	15-7
	Spruce-Pine-Fir #2	6-6	9-9	12-4	15-1	17-6	5-11	8-8	11-0	13-6	15-7
	Spruce-Pine-Fir #3	5-0	7-4	9-4	11-5	13-2	4-6	6-7	8-4	10-2	11-10

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.9 N/m<sup>2</sup>.

TABLE 2308.10.3(6)  
 RAFTER SPANS FOR COMMON LUMBER SPECIES  
 (Ground Snow Load = 50 pounds per square foot, Ceiling Attached to Rafters, L/Δ = 240)

RAFTER SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
		2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
		Maximum rafter spans									
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
12	Douglas Fir-Larch SS	7-8	12-1	15-11	20-3	24-8	7-8	12-1	15-11	20-3	24-0
	Douglas Fir-Larch #1	7-5	11-7	15-3	18-7	21-7	7-5	11-2	14-1	17-3	20-0
	Douglas Fir-Larch #2	7-3	11-3	14-3	17-5	20-2	7-1	10-5	13-2	16-1	18-8
	Douglas Fir-Larch #3	5-10	8-6	10-9	13-2	15-3	5-5	7-10	10-0	12-2	14-1
	Hem-Fir SS	7-3	11-5	15-0	19-2	23-4	7-3	11-5	15-0	19-2	23-4
	Hem-Fir #1	7-1	11-2	14-8	18-1	21-0	7-1	10-10	13-9	16-9	19-5
	Hem-Fir #2	6-9	10-8	14-0	17-2	19-11	6-9	10-3	13-0	15-10	18-5
	Hem-Fir #3	5-10	8-6	10-9	13-2	15-3	5-5	7-10	10-0	12-2	14-1
	Southern Pine SS	7-6	11-0	15-7	19-11	24-3	7-6	11-10	15-7	19-11	24-3
	Southern Pine #1	7-5	11-7	15-4	19-7	23-9	7-5	11-7	15-4	18-9	22-4
	Southern Pine #2	7-3 6-10	11-5	15-0	18-2	21-3	7-3 6-4	10-11	14-1	16-10	19-9
	Southern Pine #3	6-2 5-2	9-2	11-8	13-9	16-4	5-9 4-10	8-5	10-9	12-9	15-2
	Spruce-Pine-Fir SS	7-1	11-2	14-8	18-9	22-10	7-1	11-2	14-8	18-9	22-4
	Spruce-Pine-Fir #1	6-11	10-11	14-3	17-5	20-2	6-11	10-5	13-2	16-1	18-8
	Spruce-Pine-Fir #2	6-11	10-11	14-3	17-5	20-2	6-11	10-5	13-2	16-1	18-8
	Spruce-Pine-Fir #3	5-10	8-6	10-9	13-2	15-3	5-5	7-10	10-0	12-2	14-1
16	Douglas Fir-Larch SS	7-0	11-0	14-5	18-5	22-5	7-0	11-0	14-5	17-11	20-10
	Douglas Fir-Larch #1	6-9	10-5	13-2	16-1	18-8	6-7	9-8	12-2	14-11	17-3
	Douglas Fir-Larch #2	6-7	9-9	12-4	15-1	17-6	6-2	9-0	11-5	13-11	16-2
	Douglas Fir-Larch #3	5-0	7-4	9-4	11-5	13-2	4-8	6-10	8-8	10-6	12-3
	Hem-Fir SS	6-7	10-4	13-8	17-5	21-2	6-7	10-4	13-8	17-5	20-5
	Hem-Fir #1	6-5	10-2	12-10	15-8	18-2	6-5	9-5	11-11	14-6	16-10
	Hem-Fir #2	6-2	9-7	12-2	14-10	17-3	6-1	8-11	11-3	13-9	15-11
	Hem-Fir #3	5-0	7-4	9-4	11-5	13-2	4-8	6-10	8-8	10-6	12-3
	Southern Pine SS	6-10	10-9	14-2	18-1	22-0	6-10	10-9	14-2	18-1	22-0
	Southern Pine #1	6-9	10-7	13-11	17-6	20-11	6-9	10-7	13-8	16-2	19-4
	Southern Pine #2	6-7 6-0	10-2	13-2	15-9	18-5	6-7 5-6	9-5	12-2	14-7	17-1
	Southern Pine #3	5-4 4-6	7-11	10-1	11-11	14-2	4-11 4-2	7-4	9-4	11-0	13-1
	Spruce-Pine-Fir SS	6-5	10-2	13-4	17-0	20-9	6-5	10-2	13-4	16-8	19-4
	Spruce-Pine-Fir #1	6-4	9-9	12-4	15-1	17-6	6-2	9-0	11-5	13-11	16-2
	Spruce-Pine-Fir #2	6-4	9-9	12-4	15-1	17-6	6-2	9-0	11-5	13-11	16-2
	Spruce-Pine-Fir #3	5-0	7-4	9-4	11-5	13-2	4-8	6-10	8-8	10-6	12-3

(continued)

TABLE 2308.10.3(6)—continued  
 RAFTER SPANS FOR COMMON LUMBER SPECIES  
 (Ground Snow Load = 50 pounds per square foot, Ceiling Attached to Rafters,  $L/\Delta = 240$ )

RAFTER SPACING (inches)	SPECIES AND GRADE	DEAD LOAD = 10 pounds per square foot					DEAD LOAD = 20 pounds per square foot				
		2 × 4	2 × 6	2 × 8	2 × 10	2 × 12	2 × 4	2 × 6	2 × 8	2 × 10	2 × 12
		Maximum rafter spans									
		(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)	(ft. - in.)
19.2	Douglas Fir-Larch SS	6-7	10-4	13-7	17-4	20-6	6-7	10-4	13-5	16-5	19-0
	Douglas Fir-Larch #1	6-4	9-6	12-0	14-8	17-1	6-0	8-10	11-2	13-7	15-9
	Douglas Fir-Larch #2	6-1	8-11	11-3	13-9	15-11	5-7	8-3	10-5	12-9	14-9
	Douglas Fir-Larch #3	4-7	6-9	8-6	10-5	12-1	4-3	6-3	7-11	9-7	11-2
	Hem-Fir SS	6-2	9-9	12-10	16-5	19-11	6-2	9-9	12-10	16-1	18-8
	Hem-Fir #1	6-1	9-3	11-9	14-4	16-7	5-10	8-7	10-10	13-3	15-5
	Hem-Fir #2	5-9	8-9	11-1	13-7	15-9	5-7	8-1	10-3	12-7	14-7
	Hem-Fir #3	4-7	6-9	8-6	10-5	12-1	4-3	6-3	7-11	9-7	11-2
	Southern Pine SS	6-5	10-2	13-4	17-0	20-9	6-5	10-2	13-4	17-0	20-9
	Southern Pine #1	6-4	9-11	13-1	16-0	19-1	6-4	9-11	12-5	14-10	17-8
	Southern Pine #2	6-2 5-5	9-4	12-0	14-4	16-10	6-0 5-0	8-8	11-2	13-4	15-7
	Southern Pine #3	4-11 4-1	7-3	9-2	10-10	12-11	4-6 3-10	6-8	8-6	10-1	12-0
	Spruce-Pine-Fir SS	6-1	9-6	12-7	16-0	19-1	6-1	9-6	12-5	15-3	17-8
	Spruce-Pine-Fir #1	5-11	8-11	11-3	13-9	15-11	5-7	8-3	10-5	12-9	14-9
	Spruce-Pine-Fir #2	5-11	8-11	11-3	13-9	15-11	5-7	8-3	10-5	12-9	14-9
	Spruce-Pine-Fir #3	4-7	6-9	8-6	10-5	12-1	4-3	6-3	7-11	9-7	11-2
24	Douglas Fir-Larch SS	6-1	9-7	12-7	15-10	18-4	6-1	9-6	12-0	14-8	17-0
	Douglas Fir-Larch #1	5-10	8-6	10-9	13-2	15-3	5-5	7-10	10-0	12-2	14-1
	Douglas Fir-Larch #2	5-5	7-11	10-1	12-4	14-3	5-0	7-4	9-4	11-5	13-2
	Douglas Fir-Larch #3	4-1	6-0	7-7	9-4	10-9	3-10	5-7	7-1	8-7	10-0
	Hem-Fir SS	5-9	9-1	11-11	15-12	18-0	5-9	9-1	11-9	14-5	16-8
	Hem-Fir #1	5-8	8-3	10-6	12-10	14-10	5-3	7-8	9-9	11-10	13-9
	Hem-Fir #2	5-4	7-10	9-11	12-1	14-1	4-11	7-3	9-2	11-3	13-0
	Hem-Fir #3	4-1	6-0	7-7	9-4	10-9	3-10	5-7	7-1	8-7	10-0
	Southern Pine SS	6-0	9-5	12-5	15-10	19-3	6-0	9-5	12-5	15-10	19-3
	Southern Pine #1	5-10	9-3	12-0	14-4	17-1	5-10	8-10	11-2	13-3	15-9
	Southern Pine #2	5-9 4-10	8-4	10-9	12-10	15-1	5-5 4-6	7-9	10-0	11-11	13-11
	Southern Pine #3	4-4 3-8	6-5	8-3	9-9	11-7	4-1 3-5	6-0	7-7	9-0	10-8
	Spruce-Pine-Fir SS	5-8	8-10	11-8	14-8	17-1	5-8	8-10	11-2	13-7	15-9
	Spruce-Pine-Fir #1	5-5	7-11	10-1	12-4	14-3	5-0	7-4	9-4	11-5	13-2
	Spruce-Pine-Fir #2	5-5	7-11	10-1	12-4	14-3	5-0	7-4	9-4	11-5	13-2
	Spruce-Pine-Fir #3	4-1	6-0	7-7	9-4	10-9	3-10	5-7	7-1	8-7	10-0

For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm, 1 pound per square foot = 47.9 N/m<sup>2</sup>



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Building Inspection  
**Prepared By:** Leisa Price  
**Date Prepared:** February 18, 2013

**Item Number:** K.  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Ordinance

### Subject

Consider, and act upon, Ordinance No. 2013-13 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-40, Adopting the 2011 Edition of the National Electric Code for Commercial and Residential Buildings, save and except the deletions and amendments set forth herein; Amending Article VII (Electric Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance; providing for repealing, savings and severability clauses; providing for an effective date of this ordinance; and providing for the publication of the caption hereof.

### Recommendation

Motion to approve Ordinance No. 2013-13 of the City Council of the City of Wylie, Texas, Repealing Ordinance No. 2012-40, Adopting the 2011 Edition of the National Electric Code for Commercial and Residential Buildings, save and except the deletions and amendments set forth herein; Amending Article VII (Electric Code) of Chapter 22 (Buildings and Building Regulations) of Part II of The Wylie Code of Ordinances; providing for a penalty for the violation of this ordinance.

### Discussion

In the interest of advancing uniformity in efficient design and safety of building systems by promoting a common code regionally, the North Central Texas Council of Government's encourages member jurisdictions in North Central Texas to adopt the recommended code along with their respective regional amendments.

See attached ordinance and amendments.

## **ORDINANCE NO. 2013-13**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, REPEALING ORDINANCE NO. 2012-40; ADOPTING THE 2011 EDITION OF THE NATIONAL ELECTRIC CODE FOR COMMERCIAL AND RESIDENTIAL BUILDINGS, SAVE AND EXCEPT THE DELETIONS AND AMENDMENTS SET FORTH HEREIN; AMENDING ARTICLE VII (ELECTRICAL CODE) OF CHAPTER 22 (BUILDINGS AND BUILDING REGULATIONS) OF PART II OF THE WYLIE CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the City Council of the City of Wylie, Texas ("City Council") has investigated and determined that it would be advantageous and beneficial to the citizens of the City of Wylie, Texas ("Wylie") to repeal Wylie Ordinance No. 2012-40; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to amend Article VII (Electrical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances; and

**WHEREAS**, the City Council has investigated and determined that it would be advantageous and beneficial to the citizens of Wylie to adopt the 2011 Edition of the National Electric Code for commercial and residential buildings, save and except the deletions and amendments set forth below (the "2011 National Electric Code").

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

**SECTION 1: Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**SECTION 2: Ordinance No. 2012-40 Repealed.** Wylie Ordinance No. 2012-40 is repealed in its entirety and replaced by this Ordinance. The effective date of the repeal discussed in this Section shall not occur until the effective date of this Ordinance at which time Ordinance No. Ordinance No. 2012-40 shall be repealed. Such repeal shall not abate any pending prosecution and/or lawsuit or prevent any prosecution and/or lawsuit from being commenced for any violation of Ordinance No. 2012-40 occurring before the effective date of this Ordinance.

**SECTION 3: Adoption of the 2011 National Electric Code.** The National Electric Code, copyrighted by the National Fire Protection Association, Inc., save and except the amendments set forth in Exhibit "A", attached hereto and incorporated herein for all purposes ("2011 National Electric Code"), is hereby adopted, prescribing regulations applicable to all commercial or



residential structures and existing premises and constitutes minimum requirements and standards for construction applications. The 2011 National Electric Code is made a part of this Ordinance as if fully set forth herein. One (1) copy of the 2011 National Electric Code is on file in the office of the City Secretary of Wylie being marked and designated as the 2011 National Electric Code.

SECTION 4: Amendment to Article VII (Electrical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances. Article VII (Electrical Code) of Chapter 22 (Buildings and Building Regulations) of Part II of the Wylie Code of Ordinances, is hereby amended to reflect the adoption of the 2011 National Electric Code, including any amendments set forth in Exhibit “A”.

SECTION 5: Savings/Repealing Clause. All provisions of any ordinance in conflict with this Ordinance are hereby repealed to the extent they are in conflict; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance. Any remaining portion of conflicting ordinances shall remain in full force and effect. A reference in any ordinance to an earlier or different version of a building code is hereby amended to refer to the 2011 National Electric Code as it is adopted herein or may be subsequently amended.

SECTION 6: Penalty Provision. Any person, firm, corporation or entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine not to exceed the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00), unless the violation relates to fire safety, zoning or public health and sanitation, including dumping and refuse, in which the fine shall not exceed the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00). Each continuing day's violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 7: Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason, held to be unconstitutional or invalid by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

SECTION 8: Effective Date. This Ordinance shall become effective from and after its adoption and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, on this 26<sup>th</sup> day of February 2013.**

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Eric Hogue, Mayor

**ATTESTED AND CORRECTLY  
RECORDED:**

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Carole Ehrlich, City Secretary

**Date(s) of Publication: March 6, 2013, in the Wylie News**

## EXHIBIT “A”

### **Amendments to the 2011 National Electrical Code**

**The following sections, paragraphs and sentences of the 2012 National Electric Code are hereby amended as follows:**

The following articles, paragraphs, and sentences of the *2011 National Electrical Code (NEC)* are hereby amended as follows. Standard type is text from the NEC. Underlined type is text inserted.

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***Article 100, Part 1; amend the following definition:***

**Intersystem Bonding Termination.** A device that provides a means for connecting bonding conductors for communication systems and other systems such as metallic gas piping systems to the grounding electrode system.

*(REASON FOR CHANGE: To allow for a termination point for other bonding conductors in addition to communication systems that are required by the various model codes.)*

---

***Article 110.2; amend or to read as follows:***

110.2; Approval. The conductors and equipment required or permitted by this Code shall be acceptable only if approved. Approval of equipment may be evident by listing and labeling of equipment by a Nationally Recognized Testing Lab (NRTL) with a certification mark of that laboratory or a qualified third party inspection agency approved by the AHJ.

*Exception: Unlisted equipment that is relocated to another location within a jurisdiction or is field modified is subject to the approval by the AHJ. The approval may be by a field evaluation by a NRTL or qualified third party inspection agency approved by the AHJ.*

Manufacturer’s self-certification of any equipment shall not be used as a basis for approval by the AHJ.

Informational Note: See 90.7, Examination of Equipment for Safety, and 110.3, Examination, Identification, Installation, and Use of Equipment. See definitions of Approved, Identified, Labeled and Listed.

*(REASON FOR CHANGE: To add clarity and provide more positive options for enforcement and approval of unlisted equipment.)*

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**Article 230.71 (A); add the following exception:**

Exception: Multi-occupant buildings. Individual service disconnecting means is limited to six for each occupant. The number of individual disconnects at one location may exceed six.

(REASON FOR CHANGE: This is currently the accepted installation practice of the region. No noteworthy complaints have surfaced. It is more reasonable than the current NEC requirements. It allows more than six disconnects grounded at one location. This also allows designers more flexibility in the placement of electrical meters and main service disconnects.)

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**Article 240.91; delete the article.**

(REASON FOR CHANGE: Present day equipment is not listed and has not been evaluated for the use. Removing this article may prevent both installers and AHJ's from misapplying the Code.)

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**Article 300.11; add the following exception:**

Exception: Ceiling grid support wires may be used for structural supports when the associated wiring is located in that area, not more than two raceways or cables supported per wire, with a maximum nominal metric designation 16 (trade size ½").

(REASON FOR CHANGE: To provide limited support of raceways and cables by ceiling grid support wire.)

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**Article 310.15(B)(7); amended to read as follows:**

**(7) 120/240-Volt, 3-Wire, Single-Phase Dwelling Services and Feeders.** For dwelling units, conductors, as listed in Table 310.15(B)(7), shall be...(text unchanged)...provided the requirements of 215.2, 220.61, and 230.42 are met. The Article shall not be used in conjunction with 220.82.

(REASON FOR CHANGE: To provide a more reasonable margin of safety for dwelling service and feeder conductor allowable ampacities.)

**Article 310.106 (B) Conductor Material: amended section to read as follows:**

Section 310.106 (B) Conductor Material. Conductors in this article shall be of copper. The use of Aluminum or Copper Clad Aluminum wire beyond the line side of the utility contractors connection point to the meter base is strictly prohibited within the City of Wylie.

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**Article 500.8(A)(3); amended to read as follows:**

**500.8 Equipment.** Articles 500 through 504 require equipment construction and installation standards that ensure safe performance under conditions of proper use and maintenance.

Informational Note #1: It is important that inspection authorities and users exercise more than ordinary care with regard to installation and maintenance.

Informational Note #2: Since there is no consistent relationship between explosion properties and ignition temperature, the two are independent requirements.

Informational Note #3: Low ambient conditions require special consideration. Explosion proof or dust-ignition proof equipment may not be suitable for use at temperatures lower than -25°C (-13°F) unless they are identified for low-temperature service. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified as Class 1, Division 1 at normal ambient temperature.

**(A) Suitability.** Suitability of identified equipment shall be determined by one of the following:

1. Equipment listing or labeling.
2. Evidence of equipment evaluation from a qualified testing laboratory or inspection agency concerned with product evaluation.
3. Evidence acceptable to the authority having jurisdiction such as a manufacturer's self-evaluation or an ~~owner's~~ engineering judgment signed and sealed by a qualified Licenses Professional Engineer.

Informational Note: Additional documentation for equipment may include certificates demonstrating compliance with applicable equipment standards, indicating special conditions of use, and other pertinent information. Guidelines for certificates may be found in ANSI/ISA 12.00.02, *Certificate Standard for AEX Equipment for Hazardous (Classified) Locations*.

*(REASON FOR CHANGE: To better define the qualifications for an engineering judgment.)*

---

**Article 505.7(A); amended to read as follows:**

**505.7 Special Precaution.** Article 505 requires equipment construction and installation that ensures safe performance under conditions of proper use and maintenance.

Informational Note #1: It is important that inspection authorities and users exercise more than ordinary care with regard to the installation and maintenance of electrical equipment in hazardous (classified) locations.

Informational Note #2: Low ambient conditions require special consideration. Electrical equipment depending on the protection techniques described by 505.8(A) may not be suitable for use at temperatures lower than -20°C (-4°F) unless they are identified for use at lower temperatures. However, at low ambient temperatures, flammable concentrations of vapors may not exist in a location classified Class 1, Zones 0, 1, or 2 at normal ambient temperature.

**Implementation of Zone Classification System.** Classification of areas, engineering and design, selection of equipment and wiring methods, installation, and inspection shall be performed by a qualified person—Licensed Professional Engineer.

*(REASON FOR CHANGE: To better identify who is qualified to implement Zone Classification Systems.)*

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**Article 680.25(A); amended to read as follows:**

**680.25 Feeders.** Feeders shall be installed in rigid metal conduit or intermediate metal conduit. The following wiring methods shall be permitted if not subject to physical damage:

(A) Wiring Methods.

1. Feeders shall be installed in rigid metal conduit or intermediate metal conduit. The following wiring methods shall be permitted if not subject to physical damage.
  - a. Liquid tight flexible nonmetallic conduit
  - b. Rigid polyvinyl chloride conduit
  - c. Reinforced thermosetting resin conduit
  - d. Electrical metallic tubing where installed on or within a building
  - e. Electrical nonmetallic tubing where installed within a building
  - f. Type MC cable where installed within a building and if not subject to corrosive environment
  - g. Nonmetallic-sheathed cable
  - h. Type SE cable

*Exception: An existing feeder between an existing remote panel board and service equipment shall be permitted to run in flexible metal conduit or an approved cable assembly that includes an equipment grounding conductor within its outer sheath. The equipment grounding conductor shall comply with 250.25(A)(5).*

*(REASON FOR CHANGE: To allow for more flexibility of wiring methods associated with this type of installation.)*



# Wylie City Council

## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** City Manager Office  
**Prepared By:** Jeff Butters  
**Date Prepared:** January 29, 2013

**Item Number:** 1.  
*(City Secretary's Use Only)*  
100-5181-56040 (combined services, special services)  
**Account Code:** NA  
**Budgeted Amount:** NA  
**Exhibits:** Compensation Study Proposal

### Subject

Consider, and act upon, entering into a professional services agreement in the amount of \$22,500 with The Waters Consulting Group, INC. for the completion of a comprehensive compensation study.

### Recommendation

Motion to enter into a professional services agreement in the amount of \$22,500 with The Waters Consulting Group, INC. for the completion of a comprehensive compensation study.

### Discussion

The City of Wylie contracted with a consulting firm in 2005 for a compensation study. The result of the 2005 study was our current pay plan which was implemented in 2006. Shortly after the current pay plan was implemented, the recession of 2008 began. With the fiscal restraints of the recession the City of Wylie was unable to fund step raises or cost of living raises for several years. While the City was not adding many new positions during this time frame, there was natural, normal turnover. Because new employees were coming into the plan, and veteran employees were not receiving raises, compression in our pay has resulted. In some cases 4 and 5 year veterans make little more than new employees.

Also during this time period any market movement which did occur left the City of Wylie (and other cities) behind, as there simply were not available resources to stay market current. During last year's budget process the City Council directed the City Manager to attempt to address employee salary issues. Through-out the process of attempting to address the pay of employees it has become apparent that the years of no raises has created a need to re-examine the pay plan and the market. We have received proposals from two consulting firms that have a lot of experience in the DFW local government salary market. The proposal from The Waters Consulting Group was the less expensive of the two, and Waters is also a larger, more experienced firm, located in this market (Dallas). Staff's proposal is to engage a disinterested third party (Waters), with specific expertise in compensation, to study our current system, work with Council to determine peer cities, survey the market, and report their findings directly to Council. The professional fees for Waters services are \$22,500. This expenditure could be funded from the combined services, special services account, which includes money set aside for unplanned expenses. The amount of miscellaneous funding in that account is \$40,000.



# THE WATERS CONSULTING GROUP, INC.

INNOVATIVE HUMAN RESOURCE MANAGEMENT SOLUTIONS

Human Resource Management Consulting  
Web Based HR Management Tools  
Executive Recruitment



## City of Wylie, Texas Proposal for a Compensation Study

### The Waters Consulting Group, Inc.

Dallas (HQ)

5050 Quorum Dr. Phone: 972.481.1950

Suite 625 Toll-free: 800.899.1669

Dallas, TX 75254 Fax: 972.481.1951

[watersconsulting.com](http://watersconsulting.com)



Dallas | Austin | Cleveland | Denver



December 18, 2012

Jeff Butters  
City Manager  
City of Wylie, Texas  
(via email at [jeff.butters@wylietexas.gov](mailto:jeff.butters@wylietexas.gov))

Re: Proposal for a Compensation Study

Dear Mr. Butters:

We would like to thank you for taking the time to discuss with us the possibility of conducting a compensation study for the City of Wylie. We understand that the City last completed a project of this nature in 2005 and since that time the City has experienced challenges with compression, particularly within public safety. Additionally, because only small pay increases have been given while the structure itself has not been updated, the City is concerned that its pay structures and actual salaries may no longer be market competitive. WCG has a successful track record of partnering with organizations in similar circumstances, and we stand by ready to assist with a study that includes approximately 235 employees. The proposal that follows provides detail on the proposed methodology and work plans WCG is recommending for Wylie's project. The executive summary below provides a brief description of the project phases and an abbreviated list of the associated deliverables.

#### Executive Summary

<b>Project Planning and Administration:</b>	<ul style="list-style-type: none"> <li>■ Identify underlying issues driving the study; agree upon project responsibilities, deliverables, and schedule.</li> </ul>
<b>Comprehensive Salary Survey Process</b>	<ul style="list-style-type: none"> <li>■ Collect salary information from the identified competitive market (through custom surveys, published data, or a combination of both).</li> </ul>
<b>Development of New Base Compensation Structure(s)</b>	<ul style="list-style-type: none"> <li>■ Create new compensation structure(s) based on the survey data.</li> </ul>
<b>Compression Analysis and Implementation Costing:</b>	<ul style="list-style-type: none"> <li>■ Make recommendations regarding existing salary compression issues among current employees.</li> <li>■ Provide implementation costing scenarios to address identified compression issues.</li> </ul>
<b>Final Report:</b>	<ul style="list-style-type: none"> <li>■ Document the project methodology and findings, and provide training for utilization and continued maintenance of the compensation system.</li> </ul>



**The Waters Consulting Group, Inc.**  
Innovative Human Resource Management Solutions

If you have any questions regarding the enclosed proposal please contact me at (214) 466-2424, my direct line, or by email at [rwaters@watersconsulting.com](mailto:rwaters@watersconsulting.com). We look forward to working with you and other members of the City's leadership on this important project.

Sincerely,

*Rollie O. Waters*

(via electronic signature)

President



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**The Waters Consulting Group, Inc.**  
Innovative Human Resource Management Solutions

# SECTION | A

## INFORMATION ABOUT THE FIRM



## SECTION A | INFORMATION ABOUT THE FIRM

**Name:** The Waters Consulting Group, Inc.

**Address:** 5050 Quorum Drive, Suite 625, Dallas, TX 75254

**Telephone Number:** 972-481-1950

**Fax Number:** 972-481-1951

**Additional Offices:** In addition to our Dallas office, we have offices in Austin, Texas; Denver, Colorado; and Cleveland, Ohio.



# SECTION | B

## QUALIFICATIONS

## SECTION B | QUALIFICATIONS

### History and Summary

WCG was founded in 1976 under the name of Waters, Trego, and Davis and was incorporated in 1988 in Texas under the name of The Waters Consulting Group, Inc.

### Principal and Founder

President and Founder, Rollie O. Waters, is viewed on a national level as one of the foremost authorities in compensation and performance management system design for the public sector. He has spoken before such organizations as the American Management Association, Southern Methodist University, the University of Maryland, California Institute of Technology, the Texas Municipal League (TML), the International Personnel Management Association (IPMA-HR), several international companies based in Great Britain, and various U.S. public sector agencies and organizations.

### Relevant Experience

The sample client list below highlights some of the public entities for whom WCG has provided classification and compensation consulting services over the past five years. Additional information for these studies is available upon request.

#### 2007:

- City of Temple, TX - Classification and Compensation Study
- Colorado River Municipal Water District - Classification and Compensation Study
- City of Emporia, KS - Classification and Compensation Study
- City of Durham, NC - Classification and Compensation Study
- City of Cape Coral, FL - Classification and Compensation Study
- City of Peoria, AZ - Classification and Compensation Study
- City of Missouri City, TX - Comp Update
- City of Wilmington, NC - Compensation and Classification Study
- City of Waxahachie, TX - Compensation and Classification Study
- County of Kenedy, TX - Compensation and Classification System
- Capital District Transportation Authority - Compensation and Grade Review
- City of Webster, TX - Compensation and Pay Update
- City of Youngtown, AZ - Compensation Plan and Structure Update
- City of Shreveport, LA - Compensation Study
- City of Goodyear, AZ - Compensation Study
- City of St. Martinville, LA - Compensation Study



- City of McAllen, TX - Compensation Study
- City of Cedar Park, TX - Compensation System
- Parish of St. Tammany, LA - Compensation Update
- City of Watauga, TX - Comprehensive Salary Market Study
- Elgin Police Department, IL - Employee Survey Project
- City of Charlotte, NC - Fleet Classification Study
- City of Glenview, IL - Job Evaluation
- City of Cedar Hill, TX - Market- Based Compensation Study
- City of Prosper, TX - Market Study
- City of Gulfport, MS - Market Study
- County of Mecklenburg, NC - Organizational Review
- Village of Ruidoso, NM - Organizational Study
- City of Peoria, AZ - Performance Management
- City of Richardson, TX - Private Industry Salary Survey
- City of Hutchinson, KS - Review of Compensation Plan
- City of League City, TX - Revise JE System
- Sacramento Regional Transit District (CA) - Salary Survey
- City of Phoenix, AZ - Salary Survey and Market Analysis
- City of Garland, TX - Salary Survey Review
- North Central Texas COG - Update of Compensation Plan

#### 2008:

- Bandera County, Texas – Compensation Study
- Charlotte Housing Authority (Charlotte, North Carolina) – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- Cities of West University Place and Bellaire – Compensation Study and Development of Job Descriptions
- City of Flagstaff, Arizona – Compensation Study
- City of Goodyear, Arizona – Comprehensive Compensation and Classification Study
- City of Lancaster, Texas – Comprehensive Compensation and Classification Study
- City of Lynnwood, Washington – Comprehensive Compensation and Classification Study
- City of Missouri City, Texas – Market Update
- Comal County, Texas – Market Update
- Corpus Christi Regional Transit Authority – Comprehensive Compensation and Classification Study
- Liberty County, Texas – Compensation Study
- North Carolina League of Municipalities – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- Sacramento Regional Transit District – Comprehensive Compensation and Classification Study and Development of Job Descriptions



- Superior Court, Yuma County, Arizona – Compensation Study
- Village of Glenview, Illinois – Market Update

#### **2009:**

- City of Fountain, Colorado – Comprehensive Compensation and Classification Study
- City of Liberty, Texas – Comprehensive Compensation and Classification Study
- City of Missouri City, Texas – Market Update
- City of Mont Belvieu, Texas – Comprehensive Compensation and Classification Study
- City of Oklahoma City, Oklahoma – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- City of Tyler, Texas – Comprehensive Compensation and Classification Study
- City of West University Place – Market Update
- Jefferson County, Colorado – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- Lamar University (Beaumont, Texas) Comprehensive Compensation and Classification Study and Development of Job Descriptions
- Northeast Community College – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- Terrebonne Parish, Louisiana – Comprehensive Compensation and Classification Study
- Texas Municipal Power Agency (Bryan, Texas) – Comprehensive Compensation and Classification Study
- Village of Glenview, Illinois – Market Update

#### **2010:**

- City of Greenville, North Carolina – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- City of Lynnwood Washington – Comprehensive Compensation and Classification Study
- City of San Marcos, California – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- City of Thornton, Colorado – Compensation Study
- City of West University Place, Texas – Market Update
- City of Wheat Ridge, Colorado – Compensation Study
- Comal County, Texas – Compensation Study
- Kansas City, Kansas Housing Authority – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- Northeast Community College – Expanded Benefits Study
- Pointe Coupee Parish, Louisiana – Comprehensive Compensation and Classification Study



- Tarrant County 9-1-1, Texas – Market Study
- Village of Winnetka, Illinois – Compensation, Benefits, and Pay Practices Study

#### **2011:**

- City of Charlotte, North Carolina – Information Technology Classification Study
- City of Crowley, Texas – Classification and Compensation Study
- City of Farmers Branch, Texas - Comprehensive Compensation and Classification Study
- City of Greenville, South Carolina – Comprehensive Classification and Compensation Study
- City of Morgantown, West Virginia – Compensation Study
- City of Overland Park, Kansas – Compensation Study
- City of Portland, Texas – Comprehensive Classification and Compensation Study
- City of Simpsonville, South Carolina – Comprehensive Compensation Study (Fire Department only) and Development of Job Descriptions
- City of Sugar Land, Texas – Compensation Survey
- City of Thibodaux, Louisiana – Comprehensive Compensation and Classification Study and Development of Job Descriptions
- City of Upper Arlington, Ohio – Comprehensive Compensation Study
- Fire and Police Pension Association of Colorado – Compensation Study
- Gillespie County, Texas - Compensation Study
- Greenville Utilities Commission, North Carolina – Strategic Plan for the Human Resources Department
- Guadalupe Brazos River Authority – Compensation Study
- Harford Community College, Maryland – Job Classification Analysis Study and Development of Job Descriptions
- Jacksonville Port Authority (JAXPORT), Florida – Job Evaluation and Compensation Assessment Study
- Montrose County, Colorado – Classification and Compensation Study
- Orange Water and Sewer District, North Carolina – Employee Classification and Compensation Study
- San Miguel Electric Cooperative – Compensation Study
- Toho Water Corporation, Florida – Technical Salary Survey
- Village of Glenview, Illinois – Market Update

#### **2012:**

- New Braunfels Utilities, TX - Compensation Study
- City of Greenville, SC- Sworn Police Dept Class - Sworn police Dept Class
- City of Victoria, TX - Market Study
- Toho Water Authority - Compensation Study
- City of York, PA - Compensation Study

- Capital District Transit Authority (CDTA) - Compensation Study
- Howard County, MD - Wage & Job Classification Study
- City of Mont Belvieu, TX - Performance Management System
- Teacher's Retirement System of IL (TRS) - Compensation Study
- City of Lufkin, TX - Performance Management System
- City of Addison, TX - Compensation & Classification Study
- City of Danville, VA - Compensation Study-Phase #1
- City of San Marcos, CA - Classification & Compensation Study
- City of Beeville, TX - Compensation Study
- City of Portland, TX - Performance Management System
- City of Chapel Hill, NC - Compensation & Classification Study
- City of Colorado Springs, CO - Classification & Compensation Study
- City of Round Rock, TX - Classification & Compensation Study
- City of Peoria, IL - Classification & Compensation Study
- Indianapolis-Marion County Library System, IN - Classification & Compensation Study
- San Miguel Electric Cooperative, Inc., TX - Compensation Study
- Floresville Electric, TX - Classification & Compensation Study
- City of Groves, TX - Market Update of Police & Fire
- Montgomery County 911, TX - Market Update of Police & Fire
- Austin Employee Retirement System, TX - Market-based Compensation System Update
- Comal County, TX - Market Study
- Texas Municipal Power Authority (TMPA) - Compensation Study
- City of Missouri City, TX - Compensation Study
- City of Danville, VA - Classification & Compensation Study



## SECTION | C

### PROJECT PERSONNEL

## SECTION C | PROJECT PERSONNEL

### Key Staff

#### Ruth Ann Eledge, SPHR | Chief Executive Officer

Ruth Ann Eledge started working with WCG in 2000 and is the CEO of the Consulting Services Division. In this role, she leads and oversees many of our HR studies and compensation projects and works closely with the entire consulting team to ensure on-time delivery while meeting the quality requirements of our clients.

Ruth Ann has more than 24 years of public sector experience with the City of Austin, Texas. Before joining the WCG team in 2000, she served as the City's Director of Human Resources and Civil Service. Under Ruth Ann's leadership, the City of Austin received an A+ rating from Governing Magazine for having a top Human Resource Department in 2000, an honor given only to two cities nationwide. Ruth Ann has worked closely with and supported various boards and commissions for the City of Austin, Texas, including the Civil Service Commission, Human Rights Commission, and Mayor's Committee for Persons with Disabilities, and the City Council Affirmative Action Subcommittee.

#### Areas of Expertise

- Total Compensation and Classification System Design and Development
- Position Description Analysis
- Point Factor Job Evaluation System Design and Installation
- Market Surveys and Analysis
- Benefits Surveys and Reporting
- Salary Administration Audits
- Employee Opinion Surveys
- Compensation Philosophy Design
- FLSA Analysis
- EEO Analysis
- Expert Witness Services in the area of compensation and classification

#### Professional Accomplishments and Education

Ruth Ann received her Master's degree (MPA) from Southwest Texas State University and her Bachelor's degree from the University of Texas at Austin.



## **Linda C. Cobb | Chief Operating Officer**

Linda Cobb, retired Director of Human Resources and Civil Service for the City of Fort Worth, joined WCG in 2004. During her 17-year tenure in the HR Department, Linda sought to find solutions for the operating departments' human resource needs. Linda was on the City Manager's Team to redirect all City departments toward strategic business planning, including outcome-based performance measurement and alignment of department actions with the strategic goals of the City.

During her 12-year tenure with the Fort Worth Water Department, Linda was involved in department and division reorganizations and management consulting activities that resulted in immediate savings and better customer service, while also rewarding employees for "knowing more and doing more."

One of Linda's strengths is the development of skill-based pay systems for water, wastewater, and electric utilities, as well as for public works functions. She has managed several projects with WCG in this arena of organizational analysis and alternative pay systems that address clients' needs to streamline their operations.

Her experience is diverse, including such activities as the creation of a Leadership Development program, development of the City's Crisis Intervention Plan (in response to the Wedgwood Baptist Church shooting incident), development and implementation of a performance management system, development of a total compensation approach to salary and benefit administration and implementation of premium/bonus pay plans to address critical, high-demand positions.

### **Areas of Expertise**

- Organization Analysis including Sunset Reviews
- Job Analysis, Job Evaluation, Classification and Compensation Review
- Strategic Business Planning and Process Mapping and Evaluation
- Performance Management
- Diversity Analysis Studies and Supportive Programs
- Effective and Equitable Hiring and Selection Methods
- Skill- and Competency-based System Design and Implementation

### **Professional Accomplishments and Education**

Linda received her Bachelor's degree from Carleton College in Northfield, Minnesota, and her Master's degree from the University of Denver.

## Joyce C. Powell, CCP | Senior Consultant

Joyce C. Powell serves as a Senior Consultant in HR and compensation systems with WCG since 2004. In this role, she assists in developing custom compensation programs to meet our client's strategic goals and philosophy. Joyce is a certified compensation professional with more than 15 years of hands-on experience. Before joining the WCG team in 2004, she served as an independent consultant working for private and public sector organizations in a variety of industries including energy and oil, healthcare, information services, defense, insurance, transportation, and education. Prior to consulting, she also served as the Supervisor of Compensation and Human Resources for a subsidiary of a Fortune 500 company.

Joyce also has extensive experience in developing affirmative action plans and conducting custom HR analysis studies. She also is experienced at conducting HR system reviews, FLSA reviews, compensation reviews, market analyses, and internal equity studies.

### Areas of Expertise

- Compensation Market Surveys and Competitive Analysis
- HR Legal Compliance (EEO/Affirmative Action Analysis, Workforce Availability/Utilization Analysis, FLSA Reviews, and Public Utility Commission Reports on Workforce Diversity and Historically Underutilized Businesses)
- Job Analysis and Classification Review
- Job Information Questionnaire and Job Classification Survey Development
- Job Description and Job Family Development
- Compensation Structure Development and Implementation
- Internal Equity Studies
- Compensation Department and Salary Administration Reviews
- HR Policies and Procedures
- Salary Administration Guidelines
- Incentive and Alternative Pay Program Design

### Professional Accomplishments and Education

Joyce attended West Texas A&M University in Canyon, Texas. She is a Certified Compensation Professional (CCP) through WorldatWork (formerly the American Compensation Association).



## **Linda G. Wishard, SPHR, CCP | Senior Consultant**

Linda G. Wishard serves as a Senior Consultant with the Waters Consulting Group's Human Resources and Compensation Consulting Division.

Ms. Wishard is a dynamic executive leader with more than 30 years experience in delivering highly effective Human Resource solutions to both, private and public sector organizations - including managing workforces of more than forty-five thousand employees, across 35 states and internationally. Ms. Wishard's extensive professional career includes a number of senior executive positions including Vice President of Human Resources of the National Western Life Insurance Company, Director of Human Resources with the Financial Industries Corporation, Vice President People, responsible for all HR, at La Petite Academy, Inc., the Nation's largest privately held early childhood education company with more than 600 U.S. locations, VP Human Resources at Taco Cabana, a multi-state restaurant chain with annual sales of \$150M. In addition, Ms. Wishard has held a number of senior positions in non-profit and public sector organizations, including the Lakeway Church and the Lakeway Municipal Utilities District.

Ms. Wishard has extensive experience in the areas of compensation and benefits design, organizational design, HR metrics, executive talent acquisition, employee relations, and performance management. Ms. Wishard is a strategic thinker and exceptional communicator, skilled in negotiations, staff coaching and development, as well as a strong administrator ensuring compliance with all applicable legal and governmental requirements.

### **Areas of Expertise**

- Compensation and Benefits Design including Job Analysis, Job Evaluation, Classification and Compensation Review
- Organizational Design
- Leadership Assessment, Training and Development
- HR Metrics
- Executive Talent Acquisition & Retention including Competency Based Performance Management
- Employee Relations & Performance Management

### **Professional Accomplishments and Education**

Ms. Wishard has been recognized by Notable American Women, Who's Who in the South and Southwest. Her certifications include SPHR certification, CCP certification, IAML Employment Law certification, ACS, PCS and ALMI designations (LOMA), American Society of Training and Development.



Linda Wishard has served as the past president for the Risk Insurance Management Society (RIMS), South Texas Chapter, past president of the Chain Restaurant Compensation Association, and as a member of the Compensation Committee for LOMA. She also has been a past director for the Investors Life Insurance Company of North America, as well as a past director of the Family Life Insurance Company of North America

Ms. Wishard holds a Master of Arts from the University of Southern California, Los Angeles, California, as well as a Bachelor of Science from the University of Texas, Austin, Texas.



## SECTION | D

### PROPOSED METHODOLOGY

## SECTION D | PROPOSED METHODOLOGY

### Project Planning and Administration

The initial phase of the work plan includes time for in-depth, on-site strategy meetings with the City in addition to necessary time to support the ongoing administration of the project. It has been our experience that, during this process, our clients can more fully elaborate on the underlying challenges prompting their study, which may lead to a discussion of alternate or optional methodologies. WCG will be prepared to facilitate at the commencement meeting a review of the initial project budget to ensure it addresses both the stated and unstated needs of the City in a thoughtful and cost effective manner. It is anticipated that this meeting will take place over a one day period and will begin with the project-planning phase and will end with an overview of all agreed upon project goals, forms, and timelines.

It is also WCG's practice to provide ongoing communications with our clients to identify critical project milestones and ensure the efficient delivery of services in support of the approved budget and schedule. WCG will hold (in addition to the on-site meetings discussed in this proposal) periodic status updates via a conference call.

This project planning and administration phase also involves the collection of essential data, including:

- A comprehensive employee compensation download including date of hire, time in current job, and current rate of pay;
- Personnel rules and regulations;
- Organizational charts;
- Job descriptions;
- Current Fair Labor Standards Act (FLSA) designation reports; and
- Other information, such as Equal Employment Opportunity (EEO) demographics, that is necessary to conduct a successful audit of your existing systems.

Upon receipt of this information, WCG will conduct an audit of the City of Wylie's existing compensation systems to identify the breadth and depth of any deficiencies. WCG will discuss the findings with the City, including those that will be addressed within the study, and would be pleased to discuss any necessary amendments to the approved scope of services to address others uncovered during this assessment.

### Comprehensive Salary Survey Process

This phase of the project involves determining the pay opportunities of similar positions in selected organizations in Wylie's competitive market by collecting data from identified benchmark organizations, published public sector surveys (if appropriate and acceptable to the



City) and published private sector surveys where appropriate for specific jobs. The validity of survey data is dependent on sound survey techniques surrounding the following essential areas:

- Benchmark jobs that are representative of all departments, job levels and job families.
- Benchmark organizations that are representative of employers with whom the City competes for qualified employees.

WCG's professional compensation consultants will provide a report of the survey results, including charts and graphs comparing the City to survey participants. The report will have private and public reports in separate and combined formats, enabling the City to determine what data will be used in developing the salary structures. This detailed analysis will include, by survey job title, the participant matching titles, FLSA status, degree of match (to the City's job summary), full or part time status, number of incumbents, geographic (cost of labor) differentials, range minimum and maximum, as well as a number of statistical data points.

### **Design of Updated Compensation Structure(s)**

After each benchmark job has been "priced" in the competitive market, WCG will work with the City in creating new compensation structures.

You will recall that during the project planning and administration phase, WCG conducts an audit of the City's existing compensation system. It is during the design of new structures when the identified deficiencies are addressed. Considerations to be incorporated into the proposed structure(s) include:

- Range spread (distance from minimum to maximum);
- Midpoint progression (difference in midpoint from one range to the next);
- Integration of pay philosophies, market position, and the City's financial resources; and,
- Projecting potential growth, advancement, and recognition of performance through the pay structure(s).

### **Compression Analysis and Implementation Strategy**

Once the appropriate pay range is established, an analysis of each employee's compa-ratio (relationship to current and proposed midpoints) will be completed to determine if acceptable range penetration has been achieved and to address through implementation scenarios any identified compression problems. Factors such as time in current position as well as an incumbent's performance may be included in this analysis when data is available. Using a standard set of criteria for evaluative purposes will assist in the identification of areas where internal salary relationships need attention. WCG will work with the City to identify solutions and estimated project budget impact, which may include a phased approach, in order to resolve

identified inequities. WCG will provide in each implementation scenario extensive data on each employee, including:

- The employee's current job title, grade, and base salary;
- The exact position of each employee's job title, range, and base salary in the proposed structure;
- The relationship of the employee's salary to the existing and proposed midpoint.

### **Final Report**

For the City to effectively maintain and administer the newly-created program, it is necessary to develop comprehensive administration guidelines. With this in mind, WCG will prepare a Final Report. The Final Report will include descriptions of the various project phases, contain relevant recommendations on adoption and implementation of the pay system, and will discuss ongoing administrative guidelines. This Report will also include an assessment or need for suggested changes based on our discussions, observations, and analysis throughout the project. Upon completion of the Final Report, WCG will prepare a comprehensive presentation of the study results that will be given at a meeting to be determined by the City's Project Manager.



# SECTION | E

## PROFESSIONAL FEES



## SECTION E | PROFESSIONAL FEES

The professional fees for the compensation study are \$22,500. Project-related expenses are additional and are billed at cost, including printing, shipping, and travel.



# SECTION | F

## PROJECT SCHEDULE



## SECTION F | PROJECT SCHEDULE

WCG has reviewed the project elements and requirements and is confident the project can be completed in approximately 90-120 days. Specific project milestones will be developed during the project planning and administration phase. WCG consultants are available to immediately begin this project upon receipt of authorization to proceed.



## SECTION | G

### REFERENCES

## SECTION H | REFERENCES

### **Town of Addison, Texas**

16801 Westgrove  
Addison, TX 75001  
(972) 450-2819  
Ms. Passion Hayes, Director of Human Resources  
Project: Classification and Compensation Study.

### **City of Portland, Texas**

1900 Billy G. Webb  
Portland, TX 78374  
(361) 777-4590  
Ms. Michel Weaver, Assistant to the City Manager  
Project: Classification and Compensation Study and Development of a Performance Management System.

### **City of Cedar Park, Texas**

600 N. Bell Ave.  
Cedar Park, TX 78613  
(512) 401-5254  
Mr. Miguel Ozuna, Human Resources Director  
Project: Multiple classification and compensation studies, including a total compensation review and market updates.

### **Texas Municipal Retirement System (TMRS)**

PO Box 149153  
Austin, Texas 78714-9153  
(512) 476-7577  
Mr. Bernie Eldridge, Director of Human Resources  
Project: Design and installation of Comprehensive Compensation and Classification Study for all employees; Executive Total Compensation study; and market updates.

### **City of West University Place, Texas**

3800 University Boulevard  
West University Place, TX 77005  
(713) 662-5820  
Ms. Wendy Standorf, Human Resources/Risk Director  
Project: Joint study with the City of Bellaire to conduct comprehensive review of the Cities' Compensation, Recruitment, Retention programs. Annual maintenance of Job Evaluation System and Position Updates.

## Letters of Recommendation



**The City of**  
**OKLAHOMA CITY**  
Personnel Department

April 6, 2011

To whom it may concern:

In my capacity as the Assistant Personnel Director for the City of Oklahoma City, I was responsible for primary oversight of the consulting contract between the City and Waters Consulting Group (WCG). The City contracted with WCG to conduct a comprehensive classification, compensation and benefits study. Specifically, WCG was charged with making recommendations regarding existing classification and compensation systems, EEO-4 job categories, job evaluation methodology, career progression, FLSA designations, optimum staffing to maintain the classification and compensation structures, etc., as well as alternative concepts such as pay-for-performance, broadbanding, total compensation, skill-based pay, and/or other options that would benefit the City of Oklahoma City.

Ruth Ann Eledge was the lead consultant assigned to our contract. She, along with Joyce Powell and T. L. Cox, impressed us with their attention to the contract details and commitment to provide all the services promised. They completed their work according to the agreed upon timeline, delivering all aspects of the project as promised, and were within their budget. We are contemplating implementation of the first phase of the WCG recommendations and Ms. Eledge continues to follow up and make WCG's staff available for any issues that may arise as we move forward.

WCG employs highly competent and professional employees, I would recommend them for consideration to others who may be contemplating conducting a comprehensive classification, compensation, and benefits study.

Very truly yours,



Monica L. Coleman  
Assistant Personnel Director

420 West Main, Suite 110 • Oklahoma City, Oklahoma 73102 • 405/297-2530 • 405/297-2090

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[watersconsulting.com](http://watersconsulting.com)



**LAMAR UNIVERSITY**  
A Member of The Texas State University System

March 3, 2010

Stacy Waters  
The Waters Consulting Group, Inc.  
5050 Quorum Drive, Suite 625  
Dallas, Texas 75254

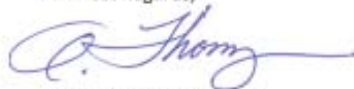
Dear Ms. Waters:

As we are nearing the completion of the Comprehensive Compensation and Classification Study for Lamar University, I want to thank you for the outstanding work conducted by your team of consultants. WCG has delivered on every aspect of the project and I am pleased with the study and recommendations. WCG has produced a plan that is well documented and easily maintained in the future.

I want to recognize the team of professionals you assigned to the project. From the onset of the project, TL Cox and Linda Ray conducted a series of employee briefings which gained employee support for the project. Veronyka Flores conducted follow-up interviews with employees and managers. She also evaluated the FLSA status of some questionable jobs. Joyce Powell's compensation analysis is right on target. Joyce has a knack for taking something complicated and making it look simple. Finally, I can't say enough about Ruth Ann Eledge's leadership on this project. She is clearly an expert in classification, compensation, and communication. She conducted executive and management briefings, trained the Job Evaluation Team, and worked closely with the HR staff to deliver the comprehensive study. Ruth Ann kept the project on track and moving forward. The WCG team preformed each task with the highest level of professionalism and expertise.

It has been a pleasure working with the Waters Consulting Group. I am confident we selected the right firm when we selected WCG. Thank you for working with us on this important project. I would recommend WCG to any organization seeking expert consulting in the future.

Warmest Regards,



Annette F. Thompson, PHR  
Associate Vice President  
Human Resources

Human Resources Department  
P. O. Box 11127 Beaumont, Texas 77710 409 880-8375



**CITY OF  
TUCSON**  
OFFICE OF THE  
CITY MANAGER

April 6, 2011

To Whom It May Concern:

In 2001, The Waters Consulting Group (WCG) was engaged by the City of Tucson to perform a comprehensive study of the City's current classification and compensation program. Because of the need to identify funding levels for budgeting purposes, the project was divided into two phases. Efforts in the first phase focused on measuring the competitive position of the City of Tucson's current pay practices relative to the labor market. The second phase of the project concentrated on identifying and evaluating the internal value of positions within the City, using WCG's proprietary Job Evaluation System, and major revisions to the current pay structure and classification system.

WCG performed in a professional manner offering suggestions and alternatives based on their collective knowledge of "best practices". They worked well with our four unions and various employees groups throughout the process and helped to commutate the system to these stakeholders as well as elected officials. The study was thorough and complete and the City of Tucson was very satisfied with the process and the timely, professional work product delivered by the Waters Team. The new classification and Compensation Plan was a "paradigm shift" for the City and the first comprehensive pay plan in our history.

Ruth Ann Eledge and staff were consistently on track with the project and available to answer questions on all levels. We truly enjoyed working with the professional staff and highly recommend them.

If you have any specific questions please do not hesitate to call me. I can be reached at 520-791-4204.

Sincerely,

Mike Letcher  
City Manager

CITY HALL • 255 W. ALAMEDA • P.O. BOX 27210 • TUCSON, AZ 85726-7210  
(520) 791-4204 • FAX (520) 791-5198 • TTY (520) 791-2639  
[www.cityoftucson.org](http://www.cityoftucson.org)

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Harford Community College  
401 Thomas Run Road • Bel Air, Maryland 21015-1627

410-836-4000 • 410-879-8920  
www.harford.edu

May 2, 2012

To Whom It May Concern:

On behalf of Harford Community College and its Board of Trustees, I am pleased to provide our College's highest level of endorsement for the work of the Waters Consulting Group.

In April of 2011, Harford Community College engaged the Waters Consulting Group to perform a comprehensive classification study for its full-time positions. This study included an internal job evaluation process for the establishment of internal equity considerations as well as an external market salary survey for the inclusion of a market equity component.

Upon commencement of the project, the College established high expectations for vendor service that included the need for a customized approach to align with the College's culture, the need for high levels of vendor service, and vendor flexibility in delivering a product within a time line that would be driven by College needs and competing priorities. The Waters Group met and exceeded all College expectations.

Throughout the process, T.L. Cox, the Waters Group consultant assigned to oversee the College's account, provided an exceptional level of service, responding to all inquiries and requests for assistance promptly and professionally. As part of the overall project, T.L. conducted communication sessions for employees and the College's Board of Trustees, garnering a high level of praise for delivering a message in a clear and professional manner, while ensuring confidence in the Waters Group's ability to deliver a process that met industry standards for excellence in job evaluation and compensation analysis.

The entire Waters Group team, including Joyce Powell, worked with the College to develop a thorough review of all full-time positions, developing an updated position hierarchy based on position evaluation, market surveys and College internal equity considerations. The Group served as a consistent resource for questions that arose about industry best practices and the science behind the requisite statistical analysis.

The College was particularly pleased with the Waters Group's Job Evaluation system – a system that is easily customizable and easily implemented. Additional outcomes of the project included the development of new wage structures for exempt and non-exempt employees, targeted FLSA classification analysis, and updated job descriptions for all of the College's full-and part-time positions.

The Waters Group's final implementation recommendations were reasonable and cost effective, leading the College's Board of Trustees to immediately and unanimously approve the recommendations in entirety.







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August 22, 2011

To Whom It May Concern:

It was with great pleasure that I respond on behalf the Kansas City, Kansas Housing Authority with the letter of recommendation for The Waters Consulting Group, Inc.

The Waters Consulting Group responded to our RFP for a compensation and classification study, and performance evaluation process in the fall of 2010. They were awarded the project November 1, 2010 and completed the work in March 2011. Ruth Ann Eledge was our lead contact and did an excellent job of facilitating the processes. She was knowledgeable, accessible and quick to respond to our inquiries. T.L. Cox was thorough with the employee questionnaire and briefings and assisting staff with the formation and work of the job evaluation team. Joyce Powell put together the statistical data in a manner that was clear and concise. They worked within our budget, involved our staff in the planning and execution of the study and adhered to the project execution plan submitted at the beginning of the project. In the final analysis, we were left with a product that we are able to expand upon as new positions are created.

We would not hesitate to offer a recommendation for The Waters Consulting Group as they were professional, insightful and responsive to our needs.

Sincerely,

Jacqueline D. Randle

Executive Services Manager





# Wylie City Council

## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Engineering  
**Prepared By:** Chris Holsted  
**Date Prepared:** 2/18/13

**Item Number:** 2.  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Resolution, Agreement

### Subject

Consider, and act upon, Resolution No. 2013-05(R) authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for the reconstruction of Country Club from South Parker Road to North Parker Road.

### Recommendation

Motion to approve, Resolution No. 2013-05(R) authorizing the City Manager to execute an Advance Funding Agreement with the Texas Department of Transportation for the reconstruction of Country Club from South Parker Road to North Parker Road.

### Discussion

The reconstruction of Country Club from South Parker Road to North Parker Road has been selected to receive funding from the Regional Toll Revenue (RTR) State Highway 161 Subaccount. The attached Advance Funding Agreement specifies the terms and conditions of the funding as well as the project cost.

The City of Wylie and Collin County have funded the engineering services for the project and construction plans are 90% complete. Council previously approved an interlocal agreement with the North Texas Municipal Water District for the relocation of a portion of 20-inch and 60-inch water line. Total estimated cost for the utility relocations is projected to be \$720,860 and a construction contract has been awarded by the District. The Advance Funding Agreement requires a twenty percent local match as outlined below:

<u>Description</u>	<u>RTR Funds</u>	<u>Local Participation</u>	<u>Total</u>
Right-of-Way	\$400,000	\$100,000	\$500,000
Utility Relocations	\$1,200,000	\$300,000	\$1,500,000
Construction	\$2,032,000	\$276,000	\$2,308,000
TOTAL	\$4,308,000	\$3,632,000	\$676,000

The funds spend by the City and Collin County for the engineering services have been applied towards the local match for construction. Staff recommends using excess funds from the 2005 City of Wylie bond program for the twenty percent local match.

**RESOLUTION NO. 2013-05(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE THE ADVANCE FUNDING AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF TRANSPORTATION AND THE CITY OF WYLIE FOR THE RECONSTRUCTION OF COUNTRY CLUB FROM SOUTH PARKER ROAD TO NORTH PARKER ROAD (CSJ 0918-24-198).**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

SECTION 1: The City Manager of the City of WYLIE, Texas, is hereby authorized to execute, on behalf of the City Council of the City of WYLIE, Texas, the Advance Funding agreement between the Texas Department of Transportation and the City of Wylie for the reconstruction of Country Club from South Parker Road to North Parker Road, EXHIBIT “A”

SECTION 2: This Resolution shall take effect immediately upon its passage.

**RESOLVED THIS THE 26<sup>th</sup> day of February, 2013.**

---

ERIC HOGUE, Mayor

**ATTEST TO:**

---

CAROLE EHRLICH, City Secretary

**EXHIBIT “A”**

**Advance Funding Agreement**

**CSJ: 0918-24-198**

**PROJECT:** Country Club Road

**LIMITS:** from South Parker Road (FM 2514) to North Parker Road (FM 2514)

**County:** Collin

**District:** 18-Dallas

**Code Chart:** 47050

**Funding Category:** 3 - RTR (SH 161 Subaccount)

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
FOR A PROJECT USING FUNDS HELD IN THE  
STATE HIGHWAY 161 SUBACCOUNT**

**City Street Improvements**

**(Off State System)**

**THIS AGREEMENT** (the Agreement) is between the State of Texas, acting by and through the Texas Department of Transportation (the State), the City of Wylie, (Local Government), collectively, the "Parties."

**WITNESSETH**

**WHEREAS**, the State has received money from the North Texas Tollway Authority for the right to develop, finance, design, construct, operate, and maintain the SH 161 toll project from IH 20 to SH 183 in Dallas County ("SH 161 payments") and

**WHEREAS**, pursuant to Transportation Code, 228.006 the State shall authorize the use of surplus revenue of a toll project for a transportation project, highway project, or air quality project within the district of the Texas Department of Transportation in which any part of the toll project is located; pursuant to Transportation Code, §228.012 the State has created a separate subaccount in the state highway fund to hold such money (SH 161 Subaccount), and the State shall hold such money in trust for the benefit of the region in which a project is located, and may assign the responsibility for allocating money in the subaccount to a metropolitan planning organization (MPO); and

**WHEREAS**, in Minute Order 110727, dated October 26, 2006, the Texas Transportation Commission (the "Commission") approved a memorandum of understanding (MOU) with the Regional Transportation Council (RTC), which is the transportation policy council of the North Central Texas Council of Governments (NCTCOG) and a federally designated MPO, concerning in part the administration, sharing, and use of surplus toll revenue in the region; under the MOU the RTC shall select projects to be financed using surplus revenue from a toll project, subject to Commission concurrence; and

**CSJ: 0918-24-198**

**PROJECT:** Country Club Road

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**WHEREAS**, the Local Government has requested money from the SH 161 Subaccount for: the reconstruction of existing two lane roadway to six lane urban divided roadway on Country Club Road from South Parker Road (FM 2514) to North Parker Road (FM 2514) (CSJ 0918-24-198) (Project); the RTC has selected the Project to be funded from the SH 161 Subaccount; and the Commission concurred in the selection and authorized the expenditure of money in Minute Order 113472, dated January 31, 2013; and

**WHEREAS**, the Local Government is a political subdivision and governmental entity by statutory definition; and

**WHEREAS**, Government Code, Chapter 791, and Transportation Code, §201.209 authorize the State to contract with municipalities and political subdivisions to perform governmental functions and services; and

**WHEREAS**, NCTCOG and the RTC should have authority to assist the Local Government's implementation of financial reporting and environmental review related to a transportation project funded by the State using money from the SH 161 Subaccount.

**NOW, THEREFORE**, the Parties agree as follows:

## **AGREEMENT**

### **Article 1. Time Period Covered**

This Agreement becomes effective when signed by the last party whose signing makes the agreement fully executed, and the State and the Local Government will consider it to be in full force and effect until the Project described herein has been completed and accepted by all parties or unless terminated, as hereinafter provided.

### **Article 2. Project Funding**

The State will pay money to the Local Government from the SH 161 Subaccount in the amounts specified in Attachment A, Payment Provision and Work Responsibilities. Except as provided in the next succeeding sentence, the payments will begin no later than upon the later of the following: (1) fifteen days after the Legislative Budget Board and the Governor each approve the expenditure, in accordance with Rider 25 of the Texas Department of Transportation bill pattern in House Bill 1, 82<sup>th</sup> Legislature; and (2) thirty days after execution of this Agreement. If Attachment A shows that the RTC has allocated payments to the Local Government for a certain expenditure (e.g. construction) for the Project in a certain fiscal year, then the State will make the payment from the SH 161 Subaccount to the Local Government for such expenditure no later than 30 days after the beginning of the designated Fiscal Year. A Fiscal Year begins on September 1 (for example, the 2013 Fiscal Year began September 1, 2012).

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**PROJECT:** Country Club Road

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### **Article 3. Separate Account; Interest**

All funds paid to the Local Government shall be deposited into a separate account, and interest earned on the funds shall be kept in the account. Interest earned may be used only for the purposes specified in Attachment A, Payment Provision and Work Responsibilities, and only after obtaining the written approval of the RTC. The Local Government's use of interest earned will not count towards the 20 percent local match requirement set forth in this Agreement.

### **Article 4. Shortfalls in Funding**

The Local Government shall apply all funds to the scope of work of the Project described in Attachment A, Payment Provisions and Work Responsibilities, and to none other. All cost overruns are the responsibility of the Local Government. However, should the funds be insufficient to complete the work contemplated by the Project, the Local Government may make further request to the RTC and the State for additional funds from the SH 161 Subaccount. Funds may be increased only through an amendment of this Agreement. If the SH 161 Subaccount does not contain sufficient funds to cover the balance necessary to complete the Project, or if the RTC or the Commission decline the request for any other reason, then the Local Government shall be responsible for any shortfall.

### **Article 5. Return of Project Funding**

The Local Government shall reimburse the State for any funds paid under this Agreement that are not expended in accordance with the requirements of this Agreement. Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State acknowledging the Project's completion. If at project end, or upon termination of this Agreement, excess SH 161 Subaccount funds exist, including interest earned, such funds shall be returned to the State within 30 days. Except for funds the Local Government has already expended in accordance with the Agreement, the Local Government shall return to the State the funds paid under this Agreement together with any interest earned on the funds if the Project is not completed within 10 years of execution of the Agreement.

### **Article 6. Local Match**

The Local Government shall be responsible for the required 20 percent local match as described in Attachment A, Payment Provisions and Work Responsibilities. The costs incurred by the Local Government prior to the execution of this Agreement will count towards the 20 percent local match requirement provided such costs are for RTC-approved phases as shown in Attachment A. At the end of each Fiscal Year the Local Government's cumulative expenditures of local match funds must be no less than 20 percent of the cumulative SH 161 Funds received by the Local Government up to that date under the Agreement, and must be for the uses approved for payments of SH 161 Funds up to that date as specified in Attachment A, Payment Provision and Work Responsibilities.

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### **Article 7. Procurement and Contracting Process**

The State may review the Local Government's procurement of professional services for engineering, surveying, and right of way acquisition, letting of construction contracts, and conduct of construction management and inspection. The Local Government shall certify compliance with state law and regulations, and with local laws, regulations, rules, policies, and procedures. The Local Government shall maintain a copy of the certification in the project files.

### **Article 8. Design Standards and Construction Specifications**

The Local Government shall implement the Project using the Local Government's established design standards, construction specifications, procurement processes, and construction management and inspection procedures.

### **Article 9. Right of Way**

Except for right of way owned by the State or to be acquired by the State according to the plans of the Project as approved by the State, the Local Government shall acquire all necessary right of way needed for the Project. Right of way acquisition is an eligible cost for reimbursement provided such cost is an RTC-approved phase as shown in Attachment A.

### **Article 10. Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with State laws and regulations and local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government must obtain advance approval for any variance from established procedures. The RTC-approved costs for utilities as shown in Attachment A, if any, shall be used to adjust, remove, or relocate utility facilities.

### **Article 11. Compliance with Laws, Environmental Review and Public Involvement**

The Local Government shall ensure that the Project complies with all environmental review and public involvement requirements applicable to the Local Government under State and Federal law in connection with the project including, but not limited to, 43 T.A.C. Section 2.41 et seq. Each Party shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative bodies or tribunals affecting the performance of this Agreement as applicable to it. When required, the Local Government shall furnish the State with satisfactory proof of compliance. The Local Government shall obtain the opinion of legal counsel showing the Local Government's environmental review and public involvement for the Project complies with state law and regulations, and with local laws, regulations, rules, policies, and procedures applicable to the Local Government. The Local Government shall maintain a copy of the certification in the project files.

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### **Article 12. Compliance with Texas Accessibility Standards and ADA**

The Local Government shall ensure that the plans for and the construction of the Project is in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336).

### **Article 13. Work Outside the Project Site**

The Local Government shall provide both the necessary right of way and any other property interests needed for the Project.

### **Article 14. Insurance**

If this agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

### **Article 15. Audit**

Within 120 days of completion of the Project, the Local Government shall perform an audit of the costs of the Project. Any funds due to the State will be promptly paid by the Local Government.

### **Article 16. Maintenance**

The Local Government shall be responsible for maintenance of the Project.

### **Article 17. Responsibilities of the Parties**

- a. The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.



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- b. To the extent permitted by law, the Local Government agrees to indemnify and save harmless the State, its agents and employees from all suits, actions or claims and from all liability and damages resulting from any and all injuries or damages sustained by any person or property in consequence of any neglect, error, or omission in the performance of the design, construction, maintenance or operation of the Project by the Local Government, its contractor(s), subcontractor(s), agents and employees, and from any claims or amounts arising or recovered under the "Workers' Compensation laws"; the Texas Tort Claims Act, Chapter 101, Texas Civil Practice and Remedies Code; or any other applicable laws or regulations, all as from time to time may be amended.
- c. The Parties expressly agree that the Project is not a joint venture or enterprise. However, if a court should find that the Parties are engaged in a joint venture or enterprise, then the Local Government, to the extent provided by law, agrees to pay any liability adjudicated against the State for acts and deeds of the Local Government, its employees or agents during the performance of the Project.
- d. To the extent provided by law, the Local Government shall also indemnify and save harmless the State from any and all expense, including, but not limited to, attorney's fees which may be incurred by the State in litigation or otherwise resisting said claim or liabilities which may be imposed on the State as a result of such activities by the Local Government, its agents, or employees.

#### **Article 18. Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such party at the following addresses:

<b>Local Government:</b>	<b>State:</b>
City of Wylie Attn: City Engineer 300 Country Club Road Wylie, Texas 75098	Texas Department of Transportation Attn: Director of Contract Services Office 125 East 11 <sup>th</sup> Street Austin, Texas 78701

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

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### **Article 19. Right of Access**

If the Local Government is the owner or otherwise controls access to any part of site of the Project, the Local Government shall permit the State or its authorized representative access to the site to perform any activities authorized in this Agreement.

### **Article 20. Project Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement by the Local Government shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

### **Article 21. Inspection of Books and Records**

The Local Government shall keep a complete and accurate record to document the performance of the work on the Project and to expedite any audit that might be conducted. The Local Government shall maintain records sufficient to document that funds provided under the Agreement were expended only for eligible costs that were incurred in accordance with all applicable state and local laws, rules, policies, and procedures, and in accordance with all applicable provisions of this Agreement. The Local Government shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State for review and inspection during the contract period and for four (4) years from the date of completion of work defined under this Agreement or until any pending litigation or claims are resolved, whichever is later. Additionally, the State shall have access to all governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

### **Article 22. NCTCOG**

Acceptance of funds directly under the Agreement or indirectly through a subcontract under the Agreement acts as acceptance of the authority of NCTCOG and RTC to assist the Local Government's implementation of financial reporting and environmental review concerning the Project. The Local Government shall provide to NCTCOG on a monthly basis a report of expenses, including the Local Government's expenditure of local match funds. The report shall list separately the expenditures by project phase as shown in Attachment A, including but not limited to engineering, environmental review, right of way acquisition, and construction. The report shall also describe interest earned on money from the SH 161 Subaccount, including the interest rate, interest earned during the month,

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and cumulative interest earned. The report shall further describe the status of developing the Project. Not less than 60 days before the environmental review document is submitted to the governing body of the Local Government for final approval, the Local Government shall submit the document to NCTCOG for review and comment. NCTCOG may provide the Local Government technical assistance on the environmental review of the Project as mutually agreed between NCTCOG and the Local Government.

### **Article 23. State Auditor**

The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

### **Article 24. Amendments**

By mutual written consent of the Parties, this contract may be amended prior to its expiration.

### **Article 25. Termination**

The Agreement may be terminated in the following manner:

- by mutual written agreement and consent of both parties;
- by either party upon the failure of the other party to fulfill the obligations set forth herein, after a 45 day period to cure after receiving written notice of non-compliance;
- by the State if the Local Government does not let the construction contract for the Project within one year after the State first provides 161 Funds for construction as shown in Attachment A, Payment Provision and Work Responsibilities;
- by the State if the Local Government does not complete the Project within ten years after the effective date of the Agreement.

### **Article 26. Work by Debarred Person**

The Local Government shall not contract with any person that is suspended, debarred, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal agency or that is debarred or suspended by the State.

### **Article 27. Sole Agreement**

The Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

**CSJ: 0918-24-198**

**PROJECT:** Country Club Road

**LIMITS:** from South Parker Road (FM 2514) to North Parker Road (FM 2514)

**County:** Collin

**District:** 18-Dallas

**Code Chart:** 47050

**Funding Category:** 3 - RTR (SH 161 Subaccount)

**Article 28. Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this agreement. The Local Government may assign its interests under the Agreement only with the written approval of the State.

**Article 29. Remedies**

The Agreement shall not be considered as specifying an exclusive remedy for a breach of the Agreement. All remedies existing at law or in equity are available to either Party and are cumulative.

**Article 30. Legal Construction**

If a provision of the Agreement shall be held invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other provision, and the Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

**Article 31. Signatory Warranty**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party they represent.

**IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT** have executed duplicate counterparts to effectuate this Agreement.

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Janice Mullenix  
Director of Contract Services Office

Date: \_\_\_\_\_

**THE LOCAL GOVERNMENT – CITY OF WYLIE**

By: \_\_\_\_\_  
Mindy Mason  
City Manager

Date: \_\_\_\_\_

**CSJ: 0918-24-198**

**PROJECT:** Country Club Road

**LIMITS:** from South Parker Road (FM 2514) to North Parker Road (FM 2514)

**County:** Collin

**District:** 18-Dallas

**Code Chart:** 47050

**Funding Category:** 3 - RTR (SH 161 Subaccount)

**ATTACHMENT A**  
**Payment Provision and Work Responsibilities**

For CSJ# **0918-24-198**, the State will pay **\$3,632,000** from the SH 161 Subaccount for: the reconstruction of existing two lane roadway to six lane urban divided roadway on Country Club Road from South Parker Road (FM 2514) to North Parker Road (FM 2514).

In accordance with the allocation of funds approved by the RTC, and concurred with by the Texas Transportation Commission, the State will make payments for the following work in the following Fiscal Years:

PROJECT COSTS						
Description	Fiscal Year	Total Estimate Cost	Regional Toll Revenue (RTR) SH 161 Subaccount Funds Participation		Local Government Participation	
Right-of-Way	2013	\$500,000	80%	\$400,000	20%	\$100,000
Utility	2013	\$1,500,000	80%	\$1,200,000	20%	\$300,000
Construction	2014	\$2,308,000	88%	\$2,032,000	12%	\$276,000
<b>TOTAL</b>		<b>\$4,308,000</b>		<b>\$3,632,000</b>		<b>\$676,000</b>

**The Local Government required Local Match is \$676,000.**

Upon completion of the Project, the Local Government will issue a signed "Notification of Completion" document to the State. The notice shall certify that the Project has been completed, all necessary inspections have been conducted, and the Project is open to traffic.

**Collin County Regional Toll Revenue (RTR) Taskforce Prioritized Project Ranking  
(With NCTCOG Project Key)**

NCTCOG Project Key	Matrix Total	PROJECT INFORMATION						MATRIX CRITERIA								Funding Gap
		Agency	Roadway Name	Limit (From)	Limit (To)	Project Type	Letting Date	Funding Gap	Stage of Project	ADT	Congestion	Economic Development	Increased Mobility	Avail. Of Other Funds / Matching \$	City Priority	
								Weight = 1x	Weight = 1.5x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 2x	
A	100	TXDOT	FM 2478	US 380	Stonebridge Dr.	Construction	2009									\$ 1,005,000
B	100	TXDOT	FM 3537	SH 289	FM 2478	Construction	2011									\$ 8,000,000
C	100	TXDOT	FM 455	US 75 NB Frontage Rd	SH 5	ROW/Utilities/Const	2013									\$ 6,000,000
D	100	TXDOT	SH 121	SH 5	E. of FM 455	ROW/Utilities/Const	2013									\$ 20,600,000
E	100	TXDOT	US 380	West of CR 608 in Farmersville	East of Floyd St	Construction	2011									\$ 4,750,000
F	100	TXDOT	US 75	North of Melissa Rd	FM 455	ROW/Util.	2015									\$ 20,000,000
G	100	TXDOT	US 75	SPUR 399 (SH 121 South)	Wilson Creek	Construction	2011									\$ 3,000,000
H	100	TXDOT	US 75	Telephone Road	North of Melissa Rd	Eng/ROW/Util.	2012									\$ 12,000,000
I	100	TXDOT	US 75	Wilson Creek	South of US 380	Construction	2011									\$ 3,000,000
J	100	TXDOT/ALLEN	Stacy Rd/FM 2786	E. of Angel Pkwy	FM 1378	ROW/Const	2012									\$ 1,100,000
K	100	TXDOT/MURPHY	FM 2551	FM 544	FM 2514	Construction	2011									\$ 2,000,000
L	100	TXDOT/PARKER	FM 2514	FM 2551	FM 1378	Construction	2014									\$ 5,000,000
M	100	TXDOT/PLANO	US 75	@ PGBT		Construction	2015									\$ 18,000,000
TXDOT TOTAL FUNDING GAP																\$ 104,455,000
SAVINGS ON RTR PROJECTS																\$ 27,134,873
TOTAL AMOUNT REQUESTED																\$ 77,320,127
N	65	ALLEN	Exchange Parkway	US 75	Allen Heights	Eng/Const	2013	8	8	7	7	6	8	9	4	\$ 3,600,000
O	64	WYLIE/LUCAS	FM 1378	N. Parker Rd	S. Parker Road	ROW/Const	2013	7	8	4	8	7	8	8	5	\$ 4,250,000
P	63.5	RICHARDSON	Routh Creek Parkway/Infocom/Infocom	Renner/Plano Rd/US 75	Infocom/Routh Crk/DART Rail Line	Eng/Const	2013	5	9	6	6	9	7	7	5	\$ 9,479,950
Q	63	MCKINNEY	Stacy Rd/FM 2786	Ridge Rd.	SH 121	Eng/Const	2012	9	10	7	6	5	7	6	4	\$ 1,600,000
R	62	FRISCO	FM 2478	SH 121	Stonebridge Drive	Engineering	2014	10	6	8	8	8	9	6	2	\$ 983,000
S	62	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Eng/ROW	2014	6	6	6	6	9	8	8	5	\$ 6,100,000
T	61	PLANO	DNT	@ PGBT		Construction	2014	4	6	10	10	9	9	2	4	\$ 15,000,000
U	59.5	FRISCO	Dallas Parkway	SH 121	Eldorado Pkwy	Engineering	2015	8	5	8	8	7	9	6	3	\$ 2,170,000
V	59.5	LUCAS	West Lucas Road	FM 2551	FM 1378	Eng/ROW/Const	2013	9	9	5	5	7	7	3	5	\$ 1,500,000
W	59	FRISCO	Rockhill Road	CR 26	Preston Rd.	Construction	2012	8	8	3	4	6	8	10	4	\$ 3,690,000
X	59	PROSPER/CELINA	Frontier Parkway (CR5)	SH 289 (Preston Rd.)	DNT	Eng/ROW/Const	2014	6	6	4	4	9	9	8	5	\$ 5,442,722
Y	58.5	PRINCETON	US 380	at Second Street (turn Lanes)		Eng/Const	2013	10	9	6	4	5	6	6	4	\$ 350,000
Z	58	ANNA	US 75	at FM 455		Engineering	2014	8	6	2	7	8	7	7	5	\$ 2,000,000
AA	57.5	RICHARDSON	East Infocom	Plano Road	Wyndham	Eng/Const	2013	6	9	6	6	8	7	7	2	\$ 5,577,000
BB	56.5	LUCAS	West Lucas Road	@ FM 1378		Eng/ROW/Const	2013	10	9	5	6	4	7	3	4	\$ 500,000
CC	56	MCKINNEY	Virginia Pkwy	Mallard Lks	US 75	Eng/ROW/Const	2012	6	10	7	8	5	7	6	1	\$ 8,900,000
DD	56	MURPHY	Betsy Lane	North Murphy Road	McCreary Rd	Construction	2012	8	8	4	6	5	8	3	5	\$ 3,200,000
EE	55.5	ALLEN/PARKER	FM 2551/Angel Parkway	FM 2514 (Parker Rd)	FM 2170 / Main St.	Eng/ROW/Utilities/Const	2016	3	5	5	7	7	9	7	5	\$ 17,600,000
FF	55	MCKINNEY	Virginia Pkwy	Ridge Rd.	Mallard Lks.	Eng/Const	2014	8	6	7	7	5	7	6	3	\$ 2,800,000
GG	55	PLANO	Misc. Intersection Improvements			Eng/Const	2012	8	10	4	7	5	8	6	1	\$ 1,996,500
HH	55	FRISCO/PROSPER	US 380	CR 26	Custer	Construction	2014	5	6	7	5	8	9	6	3	\$ 9,000,000
II	54	WYLIE	McMillan Rd.	McCreary Rd.	FM 1378	Eng/ROW/Const	2013	5	8	4	5	6	6	8	4	\$ 7,502,925

**Collin County Regional Toll Revenue (RTR) Taskforce Prioritized Project Ranking  
(With NCTCOG Project Key)**

NCTCOG Project Key	Matrix Total	PROJECT INFORMATION						MATRIX CRITERIA								Funding Gap
		Agency	Roadway Name	Limit (From)	Limit (To)	Project Type	Letting Date	Funding Gap	Stage of Project	ADT	Congestion	Economic Development	Increased Mobility	Avail. Of Other Funds / Matching \$	City Priority	
								Weight = 1x	Weight = 1.5x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 1x	Weight = 2x	
JJ	52.5	LUCAS	FM 2170 (Estates Parkway)	FM 2551	FM 1378	Eng/ROW/Const	2013	9	9	2	5	7	7	3	3	\$ 1,700,000
KK	52	LOWRY CROSSING	Bridgefarmer	@ US 380 (Turn Lanes)		Construction	2013	10	8	7	4	4	6	3	3	\$ 1,000,000
LL	51.5	MELISSA	US 75	Melissa Rd.	Outerloop	Construction	2013	1	9	8	4	5	9	1	5	\$ 72,137,739
MM	51.5	PRINCETON	Monte Carlo	@ FM 75 (Bridge and additonal paving)		Eng/Const	2013	10	9	3	3	4	7	5	3	\$ 800,000
NN	51.5	SACHSE	Maxwell Creek Rd	Ranch Rd	City Limits	Eng/ROW/Const	2016	10	5	3	4	6	6	9	3	\$ 241,346
OO	51	ST. PAUL	FM 2514	East of Lavon Parkway	Butchers Block	Construction	2014	6	6	4	5	6	9	2	5	\$ -
PP	50.5	SACHSE	Ranch Rd	Dewitt Rd.	Clearmeadow Ln.	Eng/ROW/Const	2016	9	5	2	3	6	6	9	4	\$ 1,342,525
QQ	49.5	ANNA	FM 455	SH 5 east to	SH 121	Eng/ROW/Utilities/Const	2013	6	9	4	4	7	6	7	1	\$ 6,551,340
RR	49.5	ANNA	Ferguson Pkwy (CR 367)	FM 455 (W. White St)	Ratton Elementary School	Eng/ROW/Const	2013	10	9	2	3	5	5	9	1	\$ 703,000
SS	49	WYLIE	Park Blvd.	FM 1378	City Limits	Eng/ROW/Const	2014	7	6	5	5	6	6	5	3	\$ 3,470,000
TT	48.5	ANNA	US 75	Melissa Rd.	Grayson County Line	Eng/ROW/Utilities/Const	2013	1	9	8	4	7	6	1	4	\$ 174,423,390
UU	48.5	MELISSA	US 75	Outer Loop	Grayson County Line	Eng/ROW	2025	4	1	8	9	6	9	1	5	\$ 13,650,000
VV	48.5	MCKINNEY	SH 5 reconstruction	FM 546	US 380	Eng/Const	2015	3	5	7	7	7	6	7	2	\$ 18,400,000
WW	48	ST. PAUL	FM 2514	FM 1378	East of Lavon Parkway	Eng/ROW/Const	2014	4	6	4	7	5	9	2	4	\$ 15,942,825
XX	47.5	FARMERSVILLE	CR610/CR611 (Ext. Farmersville Parkway)	SH 78	US 380	Eng/ROW/Const	2015	6	5	1	2	9	5	7	5	\$ 7,100,000
YY	47	MCKINNEY	FM 546 Connector	SH 5	Airport Dr.	Construction	2014	3	4	6	6	9	8	7	1	\$ 19,000,000
ZZ	46	ALLEN	Ridgeview Drive	US 75	Alma Drive	Eng/ROW/Utilities/Const	2014	4	6	2	4	7	8	8	2	\$ 12,600,000
AAA	46	FRISCO	Coit Rd	Panther Creek	U.S. 380	Eng/Const	2014	7	6	1	4	6	7	10	1	\$ 4,720,000
BBB	45	PROSPER	Coit Road	First St.	FM 1461	Eng/Const	2014	6	6	3	4	7	7	7	1	\$ 8,450,000
CCC	44.5	LAVON	SH 205	in Collin county		Eng/ROW/Const	2016	2	5	4	6	5	9	1	5	\$ -
DDD	44	LUCAS	FM 3286 (East Lucas Road)	at FM 1378		Eng/ROW/Const	2014	8	6	5	6	4	7	3	1	\$ 2,500,000
EEE	44	PARKER	Springhill Estates Drive	FM 2514 (Parker Rd)	Chaparral Drive	Construction	2013	6	8	3	4	4	7	2	3	\$ 5,600,000
FFF	43.5	PARKER	Lewis Lane	FM 2514 (Parker Rd)	Lucas Rd.	Construction	2013	6	9	3	5	5	7	2	1	\$ 6,400,000
GGG	42	PROSPER	DNT Southbound Frontage Road	CR 5	US 380	Eng/Const	2014	3	6	3	4	9	3	7	2	\$ 19,559,286
HHH	42	PARKER	Chaparral Drive	Cottonwood Creek (Plano/Parker border)	Malone (Allen)	Construction	2013	6	8	3	4	4	7	2	2	\$ -
III	42	PROSPER	Prosper Trail	SH 289	FM 2478	Eng/Const	2014	4	6	3	4	7	7	2	3	\$ 12,750,000
JJJ	40.5	ROYSE CITY	FM 1138	SH 66 (in Rockwall CO)	CR 590	Eng/ROW/Const	2016	5	5	2	5	5	6	4	3	\$ -
KKK	38.5	ROYSE CITY	FM 1777	SH 66 (in Rockwall CO)	IH 30 (in Rockwall CO)	Eng/ROW/Const	2016	5	5	1	3	6	6	4	3	\$ -
LLL	37.5	CELINA	Collin County Outer Lop Seg 3a	From DNT	FM 2478	Eng/ROW/Const	2016	2	5	1	4	8	8	1	3	\$ 41,800,000
MMM	36	ALLEN	Ridgeview Drive	at US 75		Eng/ROW/Utilities/Const	2017	3	2	1	6	6	8	7	1	\$ 29,250,000
NNN	35.5	LOWRY CROSSING	Bridgefarmer Rd. In Lowry Crossing			Engineering	2015	2	5	7	3	4	6	2	2	\$ -
OOO	34.5	ANNA	SH 5	SH 121	Grayson County Line (CR 375)	Eng/ROW/Utilities/Const	2016	2	5	3	3	5	7	1	3	\$ 33,013,857
PPP	34	WYLIE	Park Blvd.	FM 2514 (Parker Rd.)	Spring Creek	Eng/ROW/Const	2017	5	2	1	4	6	6	7	1	\$ 9,178,333
QQQ	31.5	ANNA	FM 455	US 75 west to	East Fork Creek	Eng/ROW/Utilities/Const	2015	3	5	1	3	6	5	2	2	\$ -
RRR	28.5	ANNA	SH 121	Outer Loop	Fannin County Line	Eng/ROW/Const	2020	3	1	5	4	5	6	2	1	\$ 18,165,518
CITY TOTAL FUNDING GAP																\$ 653,691,256
FUNDING GAP TOTAL (With TxDOT Optional Projects):																\$ 731,011,383



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Engineering  
**Prepared By:** Chris Holsted  
**Date Prepared:** 02/18/13

**Item Number:** 3.  
*(City Secretary's Use Only)*  
**Account Code:** N/A  
**Budgeted Amount:** N/A  
**Exhibits:** Agreement

### Subject

Consider, and act upon, Resolution No. 2013-06(R) authorizing the City Manager to execute an Engineering Services Agreement with Birkhoff, Hendricks, and Carter, L.L.P., in an amount not to exceed \$69,500 to update the 2013 Roadway CIP, Impact Fee Report and Thoroughfare Plan.

### Recommendation

Motion to approve, Resolution No. 2013-06(R) authorizing the City Manager to execute an Engineering Services Agreement with Birkhoff, Hendricks, and Carter, L.L.P., in an amount not to exceed \$69,500 to update the 2013 Roadway CIP, Impact Fee Report and Thoroughfare Plan.

### Discussion

On October 9, 2007 Council approved Ordinance 2007-34 which updated the Thoroughfare Impact Fees to be assessed by the City of Wylie. Chapter 395 of the Texas Local Government Code specifies that the Impact Fees must be updated at least every five years. Also, since the Impact Fees were last updated, the City has updated the Comprehensive Land Use Plan. The new land uses will be used to calculate the number of vehicle trips and average trip lengths which are necessary for the Impact Fee calculation.

The City of Wylie Thoroughfare Plan was last updated in 1999 and the plan should be updated to reflect the new land uses as well as existing and proposed thoroughfare alignments. The update will include coordinating with regional thoroughfare plans as well as plans from surrounding communities. The regional travel demand model will also be obtained from NCTCOG and updated as a part of this process.

The fee for the 2013 Roadway CIP, Impact Fee update and Thoroughfare Plan update is \$69,500. The fees will be paid from the Thoroughfare Impact Fees as allowed in Section 395.012 of the Local Government Code.



**RESOLUTION NO. 2013-06(R)**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS, HEREBY AUTHORIZING THE CITY MANAGER OF THE CITY OF WYLIE, TEXAS, TO EXECUTE ENGINEERING SERVICES AGREEMENT WITH BIRKHOFF, HENDRICKS, AND CARTER, L.L.P., IN AN AMOUNT NOT TO EXCEED \$69,500 TO UPDATE THE 2013 ROADWAY CIP, IMPACT FEE REPORT AND THOROUGHFARE PLAN.**

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:**

SECTION 1: The City Manager of the City of WYLIE, Texas, is hereby authorized to execute, on behalf of the City Council of the City of WYLIE, Texas, an Engineering Services Agreement with Birkhoff, Hendricks, and Carter, L.L.P., in an amount not to exceed \$69,500 to update the 2013 Roadway CIP, Impact Fee Report and Thoroughfare Plan, EXHIBIT "A"

SECTION 2: This Resolution shall take effect immediately upon its passage.

**RESOLVED THIS THE 26<sup>th</sup> day of February, 2013.**

---

ERIC HOGUE, Mayor

**ATTEST TO:**

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CAROLE EHRLICH, City Secretary

## **EXHIBIT “A”**

### **Advance Funding Agreement**

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
PAUL A. CARLINE, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.

November 2, 2012

Mr. Chris Holsted, P.E.  
City Engineer  
City of Wylie  
300 Country Club Road  
Wylie, Texas 75098

Re: Roadway Capital Improvement Plan and Impact Fee Update  
Engineering Services Agreement

Dear Mr. Holsted:

In accordance with your request, we are pleased to submit three (3) copies of the Engineering Services Agreement for updating the Roadway Capital Improvement Plan and Impact Fees for the City of Wylie. We have included an option to update the Thoroughfare Plan.

Please have all three copies of the Agreement executed by the City of Wylie and return one copy to us for our files.

Call us if there are any questions related to this agreement. We look forward to working the City of Wylie on this important project and we are available to discuss the project at your convenience.

Sincerely yours,



Joe R. Carter, P.E.

Enclosures

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*Texas American Public Works Association 2012 Awardee*  
**Environmental Project of the Year \$2 Million – Fyke Road Lift Station Replacement**

## **ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **City of Wylie, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### **WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to render services to **update the Roadway Capital Improvement Plan and Impact Fee in accordance with Chapter 395 of the Local Government Code**, for the City of Wylie, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such services for the City under the terms and conditions provided herein.

### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

#### **II. Scope of Services**

The parties agree that Engineer shall perform such services as described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. Only services described in Exhibit "A" shall be considered part of this Agreement. The Engineer shall not be responsible for additional work to obtain the information to be supplied by the City as described in Exhibit "C". The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City.

### **III. Schedule of Work**

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion. Due to the amount of public participation in this project a completion schedule is not included.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement. Engineer further agrees to prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "B". City agrees to pay invoices upon receipt.

### **V. Information to be Provided by the City**

The City agrees to furnish, if available, prior to commencement of services, all the information set forth and described on Exhibit "C", which is attached hereto and thereby made a part of this Agreement. Failure to provide the information may be cause for adjustment under Article II and Article IV of this Agreement.

### **VI. Insurance**

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance, Worker's Compensation, General Liability and Automobile Insurance.

### **VII. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its obligations to the City as provided by this Agreement. The City understands and agrees that Lee Engineering of Dallas, Texas will assist in performing the services outlined for updating the Roadway Impact Fee.

## **VIII. Audits and Records**

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

## **IX. Contract Termination**

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

## **X. Engineer's Opinion of Cost**

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the Engineer's opinion.

## **XI. Ownership of Documents**

Original drawings and reports are the property of the Engineer; however, the Project is the property of the City. The City shall be furnished with reproductions of drawings and reports. Upon completion of the services or any earlier termination of this Agreement under Article IX, the Engineer will revise drawings, reports or spreadsheets to reflect the conditions understood prior to termination of contract and provide copies to the City. Additional copies of reports shall be furnished at cost, as an additional service, at any other time requested by City.

## **XII. Complete Contract**

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof.

## **XIII. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. Chris Holsted, P.E.  
City Engineer  
City of Wylie  
300 Country Club Road  
Wylie, Texas 75098

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Joe R. Carter, P.E.  
Birkhoff, Hendricks & Carter, L.L.P.  
11910 Greenville Avenue, Suite 600  
Dallas, Texas 75243  
Phone: (214) 361-7900

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date the sending party posts such notice or communication.

## **XIV. Contract Amendments**

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

**XV. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

**CITY OF WYLIE, TEXAS**

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
PROFESSIONAL ENGINEERS**

By: \_\_\_\_\_

By:   
Joe R. Carter, P.E., Partner

Date: \_\_\_\_\_

Date: 11-02-2012

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By:   
John W. Birkhoff, P.E., Partner

Date: \_\_\_\_\_

Date: 11/2/12



# **EXHIBIT “A”**

## **CITY OF WYLIE**

### **ANALYSIS FOR UPDATING THE ROADWAY IMPACT FEE CALCULATION**

#### **SCOPE OF SERVICES**

##### **PART. A Update of the Roadway Impact Fee Calculation (Basic Services)**

Lee Engineering will assist in performing several of these tasks as a subconsultant.

1. **Project Initiation**

Meet with the City of Wylie to discuss methodologies, gather data, and discuss project schedule and the City’s experience with the current roadway impact fees. Review and evaluate the existing roadway impact fee methodology to determine if the same methodology is applicable for the update. Discuss the City’s proposed 10-year Roadway Capital Improvement Plan (CIP) and review projects for roadway impact fee funding eligibility.

2. **Review Service Areas**

Review current service area boundaries for compliance with State regulations and to include for recent annexations into the City.

3. **Incorporate Updated Comprehensive Land Use Plan**

The number of vehicle trips and average trip lengths generated by the various land uses will be calculated. Projected traffic counts will be based on land uses in the Updated Comprehensive Land Use Plan.

4. **Review Growth Assumptions**

The projected land use, population and employment data will be correlated to identify potential traffic demands that may be generated in the next ten years and at build-out of the City.

5. **Review Current Roadway Capital Improvement Projects**

Review the 2007 Roadway CIP and identify modifications or additions to help ensure projected demands are met. Other eligible recoupment projects such as traffic signal improvements will also be identified.

6. Calculate Maximum Fee Per Service Unit

Based on the current demand data, opinion of probable construction cost data and actual cost information, where available, an updated impact fee based on 50% of the maximum fee per service unit will be calculated for each service area. An opinion of probable construction cost for each project will be prepared based on the information provided by the City of Wylie and USGS Topographic Contour Maps. Project amenities including signalization, landscaping, irrigation and street lighting will be included on a case-by-case basis as directed by the City of Wylie.

7. Develop Service Unit Generation Rates

Review existing service unit generation data, update and supplement with trip length data. An updated Service Unit Equivalency table will be prepared.

**Deliverables**

1. Prepare and deliver one unbound original plan document of the Engineering Analysis for the Roadway Impact Fee Update. The report will be capable of reproduction by the City.
2. Prepare and deliver three (3) bound copies of the Preliminary Roadway Impact Fee Update Report, including an 11" x 17" Roadway Capital Improvements Plan Map for City review and comment.
3. Prepare and deliver ten (10) bound copies of the Engineering Analysis and the Final Roadway Impact Fee Update Report, including an 11" x 17" Roadway Capital Improvements Plan Map, methodology of the analysis, recommendations, schedules and probable cost for improvements.
4. Present findings to the City staff, Impact Fee Advisory Committee and/or City Council.
  - a) Attend two meetings with City staff for review and discussion regarding the update.
  - b) Attend one Impact Fee Advisory Committee meeting.
  - c) Attend one Public Hearing during a City Council Meeting.
5. Deliver electronic files of the report material in MS Office format or in pdf format. All electronic files will be delivered under the following conditions:
  - a) The files are compatible with AutoCAD 2010 by Autodesk, Microsoft Office 2010 and Excel 2010. We do not make any warranty as to the compatibility of these files beyond these release versions.

- b) Because data stored on electronic media can deteriorate undetected or be modified, it is agreed that Birkhoff, Hendricks & Carter, L.L.P., will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.
- c) The electronic files are an instrument of Birkhoff, Hendricks & Carter, L.L.P.'s service. Where a conflict exists between the hard copy drawings and the electronic files, the hard copy drawings will govern in all cases.
- d) Both parties acknowledge mutual non-exclusive ownership of electronic files and each party may use, alter, modify or delete the files without consequence to the other party.

## **PART B. Thoroughfare Plan Update (Optional)**

Lee Engineering will assist in performing several of these tasks as a subconsultant.

### **1. Gather Existing Plans**

Gather and review existing thoroughfare plans for Collin, Rockwall and Dallas Counties, NCTCOG Regional Thoroughfare Plan and plans from other cities adjoining the City of Wylie including Rowlett, Sachse, Murphy, Parker, St. Paul, and Lavon. The most current available aerial imagery and the regional travel demand model for the City will be obtained from the City and/or NCTCOG. We will also gather other relevant study reports such as the city's Comprehensive Plan and Thoroughfare Standards Manual.

### **2. Inventory**

Utilize the inventory of the existing roadway network within the City of Wylie that was completed as part of Basic Services. Arterial roadways in the ETJ and surrounding the City of Wylie in adjoining cities will also be inventoried.

### **3. Present Data and Solicit Input**

Prepare graphics and present a summary of the map and inventory data collected to City staff and the Planning and Zoning Commission. As part of this presentation we will solicit input on concerns with the current City roadway network and Thoroughfare Plan.

### **4. Functional Classification System and Standards**

Review the existing roadway functional classification system and Thoroughfare Standards Manual. The existing functional classification systems used by the adjoining cities, counties and NCTCOG will be used as a reference for developing any changes to the functional classes.

5. Thoroughfare Plan Map

The City's existing Thoroughfare Plan map will be reviewed. Modifications to the existing Thoroughfare Plan Map that could better serve existing and proposed land uses within the city or connections to adjacent communities will be identified. The proposed land use plan will be utilized along with travel demand model outputs from the NCTCOG for the year 2035 to determine future traffic demands on the City's roadways.

Proposed changes to the Thoroughfare Plan map will be reviewed with the City. We will prepare the final map graphic based on the proposed changes that are identified. The map will show collectors and arterial roadways. Arterial roadway connections to adjoining cities will also be included.

6. Presentation of Recommendations

We will incorporate suggestions into a final recommended Thoroughfare Plan.

**Deliverables**

1. A draft report documenting recommended changes to the existing Thoroughfare Plan Map, and functional classification system and Thoroughfare Standards Manual will be submitted for City review.
2. After incorporating the City's editorial comments, ten (10) bound copies of the Final Report will be prepared for presentation to the City Council.
3. Present findings to the City staff, Planning and Zoning Commission and/or City Council.
  - a) Attend one meeting with City staff for review and discussion regarding the update.
  - b) Attend one Planning and Zoning Commission meeting.
  - c) Attend one City Council Meeting.
4. Deliver electronic files of the report material in MS Office format or in pdf format. All electronic files will be delivered under the following conditions:
  - a) The files are compatible with AutoCAD 2010 by Autodesk, Microsoft Office 2010 and Excel 2010. We do not make any warranty as to the compatibility of these files beyond these release versions.
  - b) Because data stored on electronic media can deteriorate undetected or be modified, it is agreed that Birkhoff, Hendricks & Carter, L.L.P., will not be held liable for completeness or correctness of electronic media after an acceptance period of thirty days after delivery of these files.

- c) The electronic files are an instrument of Birkhoff, Hendricks & Carter, L.L.P.'s service. Where a conflict exists between the hard copy drawings and the electronic files, the hard copy drawings will govern in all cases.
- d) Both parties acknowledge mutual non-exclusive ownership of electronic files and each party may use, alter, modify or delete the files without consequence to the other party.

## **EXHIBIT “B”**

### **CITY OF WYLIE**

#### **ANALYSIS FOR UPDATING THE ROADWAY IMPACT FEE CALCULATION**

#### **PAYMENT SCHEDULE**

Compensation for services for this contract shall be based on actual salary cost times a multiplier of 2.40, with expenses, including consultants invoices at actual invoice amount times 1.15. Billings shall be posted monthly based the time worked on the contract and expenses incurred, with payment due within thirty days from the date of the invoice. The anticipated cost of the services to update the 2012 Roadway Capital Improvement Plan and Impact Fee Report for Part A (Basic Services) is \$36,400.00. The anticipated cost of services to complete the Thoroughfare Plan Review and Update for Part B (Optional Services) is \$33,100.00.

Please initial the Scope of Service Approved for this Engineering Service Agreement below:

\_\_\_\_\_ Part A: (Basic Services) 2012 Roadway CIP and Impact Fee Report

Maximum Not to Exceed Amount = \$36,400.00

\_\_\_\_\_ Part A + Part B: (Basic + Optional Services) 2012 Roadway CIP, Impact Fee Report  
and Thoroughfare Plan Update

Maximum Not to Exceed Amount = \$69,500.00

The approved amount will not be exceeded without written authorization from the City of Wylie, based on increased scope of services.

# **EXHIBIT “C”**

## **CITY OF WYLIE**

### **ANALYSIS FOR UPDATING THE ROADWAY IMPACT FEE CALCULATION**

#### **Data and Assistance to be Furnished to Consultant**

The City of Wylie agrees to furnish the following data and scope of services:

1. Data regarding actual cost of impact fee eligible projects, including engineering, acquisition of rights of way and testing.
2. Information regarding past developer and or facilities agreements and pro-rata charges that may affect the calculation of the final maximum impact fee.
3. Base maps, demographic information, traffic volumes, current Thoroughfare Plan along with the location, length, and typical sections for proposed projects. Electronic files, maps, data and other information outlined in Exhibit A.
4. Scheduling and presentation of the Impact Fee Land Use Assumptions to both the Advisory Committee and at the Public Hearing(s).
5. Coordinate and publish the necessary public notices in the local newspaper and distribution of Impact Land Use Assumptions, Engineering Reports, and Ordinance for public comment.
6. Preparation of the Impact Fee Ordinance and presentation to the Advisory Committee and at the Public Hearing(s).



# Wylie City Council

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## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** Finance  
**Prepared By:** Linda Bantz  
**Date Prepared:** 2/18/13

**Item Number:** 4.  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** \_\_\_\_\_  
**Exhibits:** 2

### Subject

Consider, and act upon, all matters incident and related to the issuance and sale of "City of Wylie, Texas, General Obligation Refunding Bonds, Series 2013", including the adoption of Ordinance No. 2013-14 authorizing the issuance of such bonds, establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized Official of the City.

### Recommendation

Motion to approve, Ordinance No. 2013-14 authorizing the issuance and sale of "City of Wylie, Texas, General Obligation Refunding Bonds, Series 2013", establishing parameters for the sale and issuance of such bonds and delegating certain matters to an authorized Official of the City.

### Discussion

The City Council heard a presentation from David Medanich, the City's Financial Advisor with First Southwest Company, at its meeting on February 12, 2013. His recommendation is that the City considers refunding the eligible 2005 General Obligation Bonds and 2005 Certificates of Obligation. The present value savings is estimated at approximately \$555,000. He recommended the City use a parameters bond ordinance to allow First Southwest to avoid potential bad days in the market to conduct the bond sale. Information detailing the proposed parameters is reflected in the ordinance attached.



**ORDINANCE NO. 2013-14**

**AN ORDINANCE AUTHORIZING THE ISSUANCE OF “CITY OF WYLIE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF SAID BONDS; RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF SAID BONDS; ESTABLISHING PROCEDURES FOR THE SALE AND DELIVERY OF SAID BONDS; AND DELEGATING MATTERS RELATING TO THE SALE AND ISSUANCE OF SAID BONDS TO AN AUTHORIZED CITY OFFICIAL.**

WHEREAS, the City of Wylie, Texas (the “City”) currently has outstanding obligations of the City of the following issues or series (hereinafter collectively called the “Refunded Obligations”), to wit:

- (1) City of Wylie, Texas, General Obligation Refunding and Improvement Bonds, Series 2005, dated January 1, 2005 (the “Series 2005 Refunded Bonds”); and
- (2) City of Wylie, Texas, Combination Tax and Revenue Certificates of Obligation, Series 2005, dated January 1, 2005 (the “Series 2005 Refunded Certificates”); and,

WHEREAS, pursuant to the provisions of Chapter 1207 of the Texas Government Code, as amended (“Chapter 1207”), the City Council of the City (the “Council”) is authorized to issue refunding bonds and deposit the proceeds of sale directly with any place of payment for the Refunded Obligations, or other authorized depository, and such deposit, when made in accordance with Chapter 1207 and the ordinances authorizing the issuance of the Refunded Obligations, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, the City shall by this Ordinance, in accordance with the provisions of Section 1207.007, Texas Government Code, as amended, delegate to a Pricing Officer (hereinafter designated) the authority to determine the principal amount and certain other specified terms of the Bonds to be issued, negotiate the terms of sale thereof and select the specific maturities, in whole or in part, of the Refunded Obligations to be refunded; and

WHEREAS, the Council hereby finds and determines that it is a public purpose and in the best interests of the City to refund the Refunded Obligations in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in one or more pricing certificates (each, a “Pricing Certificate”) to be executed by the Pricing Officer, all in accordance with the provisions of Section 1207.007, Texas Government Code, as amended;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1. Authorization - Series Designation - Principal Amount - Purpose - Bond Date. General obligation refunding bonds of the City shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title "CITY OF WYLIE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013", or such other designation as specified in the applicable Pricing Certificate (herein referred to as the "Bonds"), for the purpose of providing funds for the discharge and final payment of certain obligations of the City (described in the preamble hereof and finally identified in the applicable Pricing Certificate and referred to herein as the "Refunded Obligations") and to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of the State of Texas, including Chapter 1207. The Bonds shall be dated (the "Bond Date") as provided in the applicable Pricing Certificate.

SECTION 2. Fully Registered Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and as either or both "Current Interest Bonds" (obligations paying accrued interest to the holders or owners on and at stated intervals prior to maturity) and "Capital Appreciation Bonds" (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) Current Interest Bonds. Current Interest Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered "R" and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years (the "Stated Maturities") and in amounts and bear interest at the rate(s) per annum in accordance with the details of the Current Interest Bonds as set forth in the applicable Pricing Certificate.

The Current Interest Bonds shall bear interest on the unpaid principal amounts from the date specified in the applicable Pricing Certificate at the rate(s) per annum shown in the applicable Pricing Certificate (calculated on the basis of a 360-day year consisting of twelve 30-day months). Interest on the Current Interest Bonds shall be payable in each year, on the dates, and commencing on the date, set forth in the applicable Pricing Certificate.

(b) Capital Appreciation Bonds. Capital Appreciation Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall each be issued in Maturity Amounts (the "Accreted Value" [as hereinafter defined] at maturity) of \$5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered "CAB-" and numbered consecutively from one (1) upward, and the original principal amounts of the Capital Appreciation Bonds, shall accrue interest at the interest rate(s) stated in the applicable Pricing Certificate, and shall become due and payable on a date certain in each of the years (also referred to herein as the "Stated Maturities") in the Maturity Amounts set forth in the applicable Pricing Certificate.

Interest on the Capital Appreciation Bonds shall accrue from the date specified in the applicable Pricing Certificate and be compounded semiannually in each year on the dates (the "Compounding Dates"), and commencing on the date, set forth in the applicable Pricing

Certificate, until the Stated Maturity or earlier redemption thereof. The accreted interest on the Capital Appreciation Bonds shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term "Accreted Value", as used herein with respect to the Capital Appreciation Bonds, shall mean the original principal amount of a Capital Appreciation Bond, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the applicable Pricing Certificate therefor and, with respect to each \$5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the applicable Pricing Certificate and in the Official Statement referred to in the applicable Pricing Certificate. For any day other than a Compounding Date, the Accreted Value of a Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

SECTION 3. Delegation of Authority to Pricing Officer. (a) As authorized by Section 1207.007, Texas Government Code, as amended, the City Manager or the Finance Director of the City (either, the "Pricing Officer") is hereby authorized to act on behalf of the City in selling and delivering the Bonds and carrying out the other procedures specified in this Ordinance, including selection of the specific maturities or series, in whole or in part, of the Refunded Obligations to be refunded, determining the aggregate principal amount of each series of the Bonds, the date of each series of the Bonds, any additional or different designation or title by which the Bonds shall be known, determining whether the Bonds shall be issued in one or more series or subseries, the price at which each series of the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which each series of the Bonds will mature, the principal amount or Maturity Amount to mature in each of such years, the rate of interest to be borne by each such maturity, the date from which interest on each series of the Bonds will accrue, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which each series of the Bonds shall be subject to redemption prior to maturity at the option of the City, as well as any mandatory sinking fund redemption provisions, determination of the use of a book-entry-only securities clearance, settlement and transfer system, the designation of one or more paying agent/registrars, the designation of one or more escrow agents, if applicable, satisfying the requirements of Chapter 1207, the terms of any bond insurance applicable to each series of the Bonds, including any modification of the continuing disclosure undertaking contained in Section 31 hereof as may be required by the purchasers of each series of the Bonds in connection with any amendments to Rule 15c2-12, and all other matters relating to the issuance, sale and delivery of each series of the Bonds, all of which shall be specified in the applicable Pricing Certificate, provided that:

(i) the aggregate original principal amount of the Bonds shall not exceed \$8,000,000;

(ii) the refunding must produce a net present value debt service savings of at least 7.00%, net of any City contribution;

(iii) the maximum true interest cost for the Bonds shall not exceed 2.25%;

(iv) the maximum maturity date of the Bonds shall not exceed February 15, 2025.

The execution of the applicable Pricing Certificate shall evidence the sale date of the Bonds by the City to the Purchasers (hereinafter defined).

If the Pricing Officer determines that bond insurance results in a net reduction of the City's interest costs associated with each series of the Bonds, then the Pricing Officer is authorized, in connection with effecting the sale of such series of the Bonds, to make the selection of the municipal bond insurance company for such series of the Bonds (the "Insurer") and to obtain from the Insurer a municipal bond insurance policy or policies in support of the Bonds. The Pricing Officer shall have the authority to determine the provisions of the commitment for any such policy and to execute any documents to effect the issuance of said policy by the Insurer.

(b) In establishing the aggregate principal amount of each series of the Bonds, the Pricing Officer shall establish an amount for such series of the Bonds not exceeding the amount authorized in subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer within 180 days of the date hereof. The Bonds shall be sold to the purchaser(s)/underwriter(s) named in the applicable Pricing Certificate (the "Purchasers"), at such price and with and subject to such terms as set forth in the applicable Pricing Certificate and the Purchase Contract (hereinafter defined), and may be sold by negotiated or competitive sale or by private placement. The Pricing Officer is hereby delegated the authority to designate the Purchasers, which delegation shall be evidenced by the execution of the applicable Pricing Certificate.

**SECTION 4. Terms of Payment - Paying Agent/Registrar.** The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the "Holders") appearing on the registration and transfer books maintained by the Paying Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

The selection and appointment of the Paying Agent/Registrar for the Bonds shall be as provided in the applicable Pricing Certificate. Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the City by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the City may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The City covenants to maintain and provide a Paying Agent/Registrar at

all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the City agrees to promptly cause a written notice thereof to be sent to each Holder by United States Mail, first class postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

The Bonds shall be payable at their Stated Maturities or upon their earlier redemption, only upon the presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices provided in the applicable Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment thereof upon a partial redemption of the principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) thereof may be accomplished without presentation and surrender of such Bond. Interest accreted on a Capital Appreciation Bond shall be payable at its Stated Maturity or upon prior redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest Bond shall be paid by the Paying Agent/Registrar to the Holders whose names appears in the Security Register at the close of business on the Record Date (which shall be set forth in the applicable Pricing Certificate) and such interest payments shall be made (i) by check sent United States Mail, first class postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a non-payment of interest on one or more maturities of the Current Interest Bonds on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such past due interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each Holder of the Current Interest Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

**SECTION 5. Registration - Transfer - Exchange of Bonds - Predecessor Bonds.** The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every Holder of the Bonds issued under and pursuant to the provisions of this Ordinance, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like series, if applicable, of like kind (Current Interest Bonds or Capital Appreciation Bonds), maturity, and amount and in authorized denominations upon the Security

Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar at its Designated Payment/Transfer Office for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for assignment or transfer of any Bond (other than the Initial Bonds authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds, executed on behalf of and furnished by the City, shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be of authorized denominations, of like Stated Maturity, of like series, if applicable, and of a like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 8 hereof) may be exchanged for other Bonds of like series, if applicable, of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds, executed on behalf of and furnished by the City, to the Holder requesting the exchange.

All Bonds issued upon any such transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States Mail, first class postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligation to pay and entitled to the same benefits under this Ordinance, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be "Predecessor Bonds," evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term "Predecessor Bonds" shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof, and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the City nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6. Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the City hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement, and transfer system provided by The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York (“DTC”), in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representations, by and between the City and DTC, and the Letter of Representations from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”) relating to the Bonds.

In the event the Pricing Officer elects to utilize DTC’s “Book-Entry-Only” System, which election shall be made by the Pricing Officer in the applicable Pricing Certificate, pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC and who shall hold said Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general or the City determines that DTC is incapable of properly discharging its duties as securities depository for the Bonds, the City covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7. Execution - Registration. The Bonds shall be executed on behalf of the City by the Mayor under the City’s seal reproduced or impressed thereon and attested by the City Secretary. The signature of said officials on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officials of the City on the date of the adoption of this Ordinance shall be deemed to be duly executed on behalf of the City, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201 of the Texas Government Code, as amended.

No Bond shall be entitled to any right or benefit under this Ordinance, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration

substantially in the form provided in Section 9(c), manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in Section 9(d), manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8. Initial Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds of the appropriate kind (Current Interest Bonds and Capital Appreciation Bonds) as specified in the applicable Pricing Certificate, being (i) a single, fully registered Current Interest Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the applicable Pricing Certificate and numbered T-1, and (ii) a single, fully registered Capital Appreciation Bond in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided, in the applicable Pricing Certificate and numbered TCAB-1 (hereinafter called the "Initial Bonds") and the Initial Bonds shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Bonds) or Maturity Amounts (with respect to the Capital Appreciation Bonds) and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

#### SECTION 9. Forms.

(a) Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance and, with the Bonds to be completed and modified with the information set forth in the applicable Pricing Certificate, may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including insurance legends on insured Bonds and any reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the City or determined by the Pricing Officer. The applicable Pricing Certificate shall set forth the final and controlling forms and terms of each series of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.



The definitive Bonds and the Initial Bonds shall be printed, lithographed, engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution thereof.

(b) Form of Definitive Bonds.

**[CURRENT INTEREST BONDS]**

REGISTERED  
NO. R-\_\_\_\_\_

PRINCIPAL AMOUNT  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WYLIE, TEXAS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2013

Bond Date: \_\_\_\_\_, 20\_\_      Interest Rate: \_\_\_\_\_%      Stated Maturity: \_\_\_\_\_, 20\_\_      CUSIP No.: \_\_\_\_\_

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The City of Wylie (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Collin, Dallas and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the "Registration Date" of this Bond appearing below (unless this Bond bears a "Registration Date" as of an interest payment date, in which case it shall bear interest from such date, or unless the "Registration Date" of this Bond is prior to the initial interest payment date in which case it shall bear interest from the \_\_\_\_\_) at the per annum rate of interest specified above computed on the basis of a 360 day year of twelve 30 day months; such interest being payable on \_\_\_\_\_ and \_\_\_\_\_ in each year, commencing \_\_\_\_\_, 20\_\_, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or upon its prior redemption to the registered owner hereof, upon presentation and surrender, at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in \_\_\_\_\_, \_\_\_\_\_, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"); provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Ordinance hereinafter referenced) whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date", which is the \_\_\_\_\_ day of the month next preceding each interest payment date, and interest shall be paid by the Paying

Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Chapter 1207 of the Texas Government Code, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance"). [The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$\_\_\_\_\_ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$\_\_\_\_\_ and pay no accrued interest prior to their Stated Maturities.]

[The Bonds maturing on the dates hereinafter identified (the "Term Bonds") are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Ordinance, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20__	Term Bonds due _____, 20__
<u>Redemption Date</u> <u>Principal Amount</u>	<u>Redemption Date</u> <u>Principal Amount</u>
_____, 20__	_____, 20__
_____, 20__*	_____, 20__*

\* Stated maturity.

The particular Term Bonds of a Stated Maturity to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the City, by the principal amount of Term Bonds of like Stated Maturity which, at least fifty (50) days prior to a mandatory redemption date, (1) shall have been acquired by the City at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional

redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Bonds maturing on and after \_\_\_\_\_, 20\_\_, may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity by lot by the Paying Agent/Registrar), on \_\_\_\_\_, 20\_\_, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to the date fixed for any redemption of Bonds, the City shall cause a written notice of such redemption to be sent by United States Mail, first class postage prepaid, to the registered owners of each Bond to be redeemed, in whole or in part, at the address shown on the Security Register and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor; provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within forty-five (45) days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless moneys sufficient to pay the principal of and premium, if any, and interest on the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon the satisfaction of any prerequisites set forth in such notice of redemption; and, if sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature

and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States Mail, first class postage prepaid, to the address of each registered owner of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF WYLIE, TEXAS

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

(City Seal)

**[CAPITAL APPRECIATION BONDS]**

REGISTERED  
NO. CAB-\_\_\_\_\_

MATURITY AMOUNT  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WYLIE, TEXAS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2013

Bond Date: \_\_\_\_\_, 20\_\_      Stated Yield: \_\_\_\_\_%      Stated Maturity: \_\_\_\_\_, 20\_\_      CUSIP No.: \_\_\_\_\_

Registered Owner:

Maturity Amount: \_\_\_\_\_ DOLLARS

The City of Wylie (hereinafter referred to as the "City"), a body corporate and political subdivision in the Counties of Collin, Dallas and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Maturity Amount stated above (or so much thereof as shall not have been paid upon prior redemption). The Maturity Amount of this Bond represents the accretion of the original principal amount of this Bond (including the initial premium, if any, paid herefor) from the date of delivery to the initial purchasers to the Stated Maturity and such accretion in value occurring at the above Stated Yield and compounding on \_\_\_\_\_, 20\_\_, and semiannually thereafter on \_\_\_\_\_ and \_\_\_\_\_. A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is printed on this Bond or attached hereto. The term "Accreted Value", as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid herefor with interest thereon compounded semiannually to \_\_\_\_\_ and \_\_\_\_\_, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on \_\_\_\_\_ or \_\_\_\_\_) at the Stated Yield for the Stated Maturity shown above and in the above referenced Table of Accreted Values. For any date other than \_\_\_\_\_ or

\_\_\_\_\_, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Accreted Value of this Bond is payable at its Stated Maturity or on a redemption date to the registered owner hereof, upon presentation and surrender, at the designated offices of the Paying Agent/Registrar executing the registration certificate appearing hereon, initially in \_\_\_\_\_, \_\_\_\_\_, or, with respect to a successor Paying Agent/Registrar, at the designated offices of such successor (the "Designated Payment/Transfer Office"); provided, however, while this Bond is registered to Cede & Co., the payment of the Accreted Value hereof upon a partial redemption of the Maturity Amount hereof may be accomplished without presentation and surrender of this Bond. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$\_\_\_\_\_ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain outstanding obligations of the City and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Chapter 1207 of the Texas Government Code, as amended, and pursuant to an Ordinance adopted by the City Council of the City (herein referred to as the "Ordinance"). The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$\_\_\_\_\_ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$\_\_\_\_\_ and pay no accrued interest prior to their Stated Maturities.

The Capital Appreciation Bonds maturing on and after \_\_\_\_\_, 20\_\_ may be redeemed prior to their Stated Maturities, at the option of the City, in whole or in part in Maturity Amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on \_\_\_\_\_, 20\_\_, or on any date thereafter, at the redemption price of the Accreted Value (as determined and defined herein) as of the date of redemption.

At least thirty (30) days prior to a redemption date, the City shall cause a written notice to be sent by United States Mail, first class postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Ordinance. If a Bond (or any portion of its Maturity Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the

payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Maturity Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Ordinance for the then unredeemed balance of the Maturity Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the City and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Ordinance have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, within the limitations prescribed by law, upon all taxable property in the City. Reference is hereby made to the Ordinance, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Ordinance may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the City and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity or redemption, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein and not otherwise defined have the meanings assigned in the Ordinance.

This Bond, subject to certain limitations contained in the Ordinance, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and

of the same aggregate Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The City and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or Accreted Value at its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the City nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the City is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the City have been properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Ordinance; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Ordinance shall be construed in accordance with and shall be governed by the laws of the State of Texas.

IN WITNESS WHEREOF, the City Council of the City has caused this Bond to be duly executed under the official seal of the City.

CITY OF WYLIE, TEXAS

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Secretary

(City Seal)

NOTE TO PRINTER: Print the "Table of Accreted Values" on the Bonds as called for in paragraph one.



(c) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF  
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER (   
OF PUBLIC ACCOUNTS ( REGISTER NO. \_\_\_\_\_  
THE STATE OF TEXAS (

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this \_\_\_\_\_.

\_\_\_\_\_  
Comptroller of Public Accounts  
of the State of Texas

(Seal)

(d) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered in the name of the Registered Owner shown above under the provisions of the within-mentioned Ordinance; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in \_\_\_\_\_, is the Designated Payment/Transfer Office for this Bond.

\_\_\_\_\_  
\_\_\_\_\_  
as Paying Agent/Registrar

Registration Date:

\_\_\_\_\_

By: \_\_\_\_\_  
Authorized Signature

(e) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto  
(Print or typewrite name, address, and zip code of transferee): \_\_\_\_\_

(Social Security or other identifying number: \_\_\_\_\_)

\_\_\_\_\_ the within Bond and all rights thereunder, and hereby  
irrevocably constitutes and appoints \_\_\_\_\_

attorney to transfer the within Bond on the books kept for registration thereof, with full power of  
substitution in the premises.

DATED: \_\_\_\_\_

Signature guaranteed:  
\_\_\_\_\_

NOTICE: The signature on this assignment  
must correspond with the name of the  
registered owner as it appears on the face of  
the within Bond in every particular.

(f) The Initial Bonds for the Current Interest Bonds and the Capital Appreciation  
Bonds shall be in the respective forms set forth therefor in subsection (b) of this Section, except  
as follows:

**[CURRENT INTEREST INITIAL BOND]**

Heading and paragraph one shall be amended to read as follows:

NO. T-1 \_\_\_\_\_ \$ \_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WYLIE, TEXAS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2013

Bond Date: \_\_\_\_\_, 20\_\_

Registered Owner:

Principal Amount: \_\_\_\_\_ DOLLARS

The City of Wylie (hereinafter referred to as the "City"), a body corporate and political  
subdivision in the Counties of Collin, Dallas and Rockwall, State of Texas, for value received,  
acknowledges itself indebted to and hereby promises to pay to the registered owner named  
above, or the registered assigns thereof, the Principal Amount hereinabove stated on  
\_\_\_\_\_ in the years and in principal amounts in accordance with the following  
schedule:

STATED

PRINCIPAL

INTEREST

Ordinance No. 2013-14  
Refunding Bonds, Series 2013-Parameters

MATURITY

AMOUNT

RATE(S)

(Information to be inserted from applicable Pricing Certificate)

(or so much principal thereof as shall not have been redeemed prior to maturity) and to pay interest on the unpaid principal installments hereof from the \_\_\_\_\_ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on \_\_\_\_\_, 20\_\_, and each \_\_\_\_\_ and \_\_\_\_\_ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a redemption date to the registered owner hereof by \_\_\_\_\_ (the "Paying Agent/Registrar"), upon presentation and surrender at its designated offices, initially in \_\_\_\_\_, \_\_\_\_\_, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the "Designated Payment/Transfer Office"). Interest is payable to the registered owner of this Bond whose name appears on the "Security Register" maintained by the Paying Agent/Registrar at the close of business on the "Record Date," which is the \_\_\_\_\_ day of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States Mail, first class postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

**[CAPITAL APPRECIATION INITIAL BOND]**

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED  
NO. TCAB-1

MATURITY AMOUNT  
\$\_\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF TEXAS  
CITY OF WYLIE, TEXAS  
GENERAL OBLIGATION REFUNDING BOND  
SERIES 2013

Bond Date: \_\_\_\_\_, 20\_\_

Registered Owner:

Maturity Amount:

DOLLARS

Ordinance No. 2013-14

Refunding Bonds, Series 2013-Parameters

The City of Wylie (hereinafter referred to as the “City”), a body corporate and political subdivision in the Counties of Collin, Dallas and Rockwall, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the aggregate Maturity Amount stated above on \_\_\_\_\_ in each of the years and in installments in accordance with the following schedule:

<u>YEAR OF</u> <u>MATURITY</u>	<u>INSTALLMENT</u> <u>MATURITY</u> <u>AMOUNT</u>	<u>STATED</u> <u>YIELD(S)</u>
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(Information to be inserted from applicable Pricing Certificate)

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of maturity from the date of delivery to the initial purchasers (\_\_\_\_\_) to the respective years of maturity (including the initial premium, if any, paid by the initial purchasers) and such accretion in values occurring at the respective Stated Yields and compounding on \_\_\_\_\_, 20\_\_, and semiannually thereafter on each \_\_\_\_\_ and \_\_\_\_\_. A table of the “Accreted Values” per \$5,000 “Accreted Value” at maturity is attached to this Bond. The term “Accreted Value”, as used herein, means the original principal amount of this Bond plus premium, if any, paid herefor with interest thereon compounded semiannually to \_\_\_\_\_ and \_\_\_\_\_, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on \_\_\_\_\_ or \_\_\_\_\_) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than \_\_\_\_\_ or \_\_\_\_\_, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The installments of the Maturity Amount or Accreted Value of this Bond are payable in the years of maturity or on a redemption date to the registered owner hereof, without exchange or collection charges, by \_\_\_\_\_ (the “Paying Agent/Registrar”), upon presentation and surrender at its designated offices, initially in \_\_\_\_\_, \_\_\_\_\_, or, with respect to a successor paying agent/registrar, at the designated office of such successor (the “Designated Payment/Transfer Office”), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

SECTION 10. Levy of Taxes. To provide for the payment of the “Debt Service Requirements” of the Bonds, being (i) the interest on the Bonds and (ii) a sinking fund for their redemption at maturity or a sinking fund of 2% (whichever amount is the greater) there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on

all taxable property in the City, within the limitations by law prescribed, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the City for the payment of the Debt Service Requirements of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on said Bonds while Outstanding; full allowance being made for delinquencies and costs of collection; the taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the City and shall be deposited in the "SPECIAL SERIES 2013 GENERAL OBLIGATION REFUNDING BOND FUND", or such other fund designation as specified in the applicable Pricing Certificate (the "Interest and Sinking Fund") to be maintained at an official depository of the City's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, with regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, if any, sufficient current funds will be available and are hereby appropriated to make such payments; and the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary of the City, individually or jointly, are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary of the City, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11. Mutilated - Destroyed - Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the City and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the City and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the City, and shall be entitled to all the benefits of this Ordinance equally and

ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12. Satisfaction of Obligation of City. If the City shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Ordinance and the applicable Pricing Certificate, then the pledge of taxes levied under this Ordinance and all covenants, agreements, and other obligations of the City to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amount(s) thereof at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount(s) thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The City covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amount(s) thereof, or interest thereon with respect to which such moneys have been so deposited shall be remitted to the City or deposited as directed by the City. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the City be remitted to the City against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the City shall be subject to any applicable unclaimed property laws of the State of Texas.

The term "Government Securities" shall mean (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations unconditionally guaranteed or insured by the agency or instrumentality and, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the City, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iv) any other then authorized securities or obligations that may be used to defease obligations such as the Bonds under the then applicable laws of the State of Texas.

The City reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the City moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the City: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the Holders of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

**SECTION 13. Ordinance a Contract - Amendments - Outstanding Bonds.** This Ordinance, together with the applicable Pricing Certificate, shall constitute a contract with the respective Holders of each such series from time to time, be binding on the City, and shall not be amended or repealed by the City so long as any Bond of the applicable series remains Outstanding except as permitted in this Section and in Section 31 hereof. The City may, without the consent of or notice to any Holders, from time to time and at any time, amend this Ordinance or any provision in the applicable Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the City may, with the consent of Holders who own a majority of the aggregate of the principal amount (with respect to Current Interest Bonds) and Maturity Amount (with respect to Capital Appreciation Bonds) of any affected series of Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Ordinance or any provision in the applicable Pricing Certificate; provided that, without the consent of all Holders of any affected series of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the applicable series of Bonds, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the applicable series of Bonds, (2) give any preference to any Bond within such series over any other Bond within such series, or (3) reduce the

aggregate principal amount or Maturity Amount, as the case may be, of Bonds within such series required to be held by Holders for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Ordinance with respect to each series of Bonds means, as of the date of determination, all Bonds within such series theretofore issued and delivered under this Ordinance, except:

(1) those Bonds within such series cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds within such series deemed to be duly paid by the City in accordance with the provisions of Section 12 hereof; and

(3) those mutilated, destroyed, lost, or stolen Bonds within such series which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

#### SECTION 14. Covenants to Maintain Tax-Exempt Status.

(a) Definitions. When used in this Section, the following terms have the following meanings:

“*Closing Date*” means the date on which the Bonds are first authenticated and delivered to the initial purchasers against payment therefor.

“*Code*” means the Internal Revenue Code of 1986, as amended by all legislation, if any, effective on or before the Closing Date.

“*Computation Date*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Gross Proceeds*” means any proceeds as defined in Section 1.148-1(b) of the Regulations, and any replacement proceeds as defined in Section 1.148-1(c) of the Regulations, of the Bonds.

“*Investment*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Nonpurpose Investment*” means any investment property, as defined in Section 148(b) of the Code, in which Gross Proceeds of the Bonds are invested and which is not acquired to carry out the governmental purposes of the Bonds.

“*Rebate Amount*” has the meaning set forth in Section 1.148-1(b) of the Regulations.

“*Regulations*” means any proposed, temporary, or final Income Tax Regulations issued pursuant to Sections 103 and 141 through 150 of the Code, and 103 of the Internal Revenue Code of 1954, which are applicable to the Bonds.



Any reference to any specific Regulation shall also mean, as appropriate, any proposed, temporary or final Income Tax Regulation designed to supplement, amend or replace the specific Regulation referenced.

“Yield” of (1) any Investment has the meaning set forth in Section 1.148-5 of the Regulations and (2) the Bonds has the meaning set forth in Section 1.148-4 of the Regulations.

(b) Not to Cause Interest to Become Taxable. The City shall not use, permit the use of, or omit to use Gross Proceeds or any other amounts (or any property the acquisition, construction, or improvement of which is to be financed (or refinanced) directly or indirectly with Gross Proceeds) in a manner which if made or omitted, respectively, would cause the interest on any Bond to become includable in the gross income, as defined in Section 61 of the Code, of the owner thereof for federal income tax purposes. Without limiting the generality of the foregoing, unless and until the City receives a written opinion of counsel nationally recognized in the field of municipal bond law to the effect that failure to comply with such covenant will not adversely affect the exemption from federal income tax of the interest on any Bond, the City shall comply with each of the specific covenants in this Section.

(c) No Private Use or Private Payments. Except as permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall at all times prior to the last Stated Maturity of Bonds:

(i) exclusively own, operate, and possess all property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with Gross Proceeds of the Bonds (including property financed with Gross Proceeds of the Refunded Obligations), and not use or permit the use of such Gross Proceeds (including all contractual arrangements with terms different than those applicable to the general public) or any property acquired, constructed, or improved with such Gross Proceeds in any activity carried on by any person or entity (including the United States or any agency, department, and instrumentality thereof) other than a state or local government, unless such use is solely as a member of the general public; and

(ii) not directly or indirectly impose or accept any charge or other payment by any person or entity who is treated as using Gross Proceeds of the Bonds or any property the acquisition, construction, or improvement of which is to be financed or refinanced directly or indirectly with such Gross Proceeds (including property financed with Gross Proceeds of the Refunded Obligations), other than taxes of general application within the City or interest earned on investments acquired with such Gross Proceeds pending application for their intended purposes.

(d) No Private Loan. Except to the extent permitted by Section 141 of the Code and the Regulations and rulings thereunder, the City shall not use Gross Proceeds of the Bonds to make or finance loans to any person or entity other than a state or local government. For purposes of the foregoing covenant, such Gross Proceeds are considered to be “loaned” to a

person or entity if: (1) property acquired, constructed, or improved with such Gross Proceeds is sold or leased to such person or entity in a transaction which creates a debt for federal income tax purposes; (2) capacity in or service from such property is committed to such person or entity under a take-or-pay, output, or similar contract or arrangement; or (3) indirect benefits, or burdens and benefits of ownership, of such Gross Proceeds or any property acquired, constructed, or improved with such Gross Proceeds are otherwise transferred in a transaction which is the economic equivalent of a loan.

(e) Not to Invest at Higher Yield. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not at any time prior to the final Stated Maturity of the Bonds directly or indirectly invest Gross Proceeds in any Investment (or use Gross Proceeds to replace money so invested), if as a result of such investment the Yield from the Closing Date of all Investments acquired with Gross Proceeds (or with money replaced thereby), whether then held or previously disposed of, exceeds the Yield of the Bonds.

(f) Not Federally Guaranteed. Except to the extent permitted by Section 149(b) of the Code and the Regulations and rulings thereunder, the City shall not take or omit to take any action which would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Code and the Regulations and rulings thereunder.

(g) Information Report. The City shall timely file the information required by Section 149(e) of the Code with the Secretary of the Treasury on Form 8038-G or such other form and in such place as the Secretary may prescribe.

(h) Rebate of Arbitrage Profits. Except to the extent otherwise provided in Section 148(f) of the Code and the Regulations and rulings thereunder:

(i) The City shall account for all Gross Proceeds (including all receipts, expenditures and investments thereof) on its books of account separately and apart from all other funds (and receipts, expenditures and investments thereof) and shall retain all records of accounting for at least six (6) years after the day on which the last outstanding Bond is discharged. However, to the extent permitted by law, the City may commingle Gross Proceeds of the Bonds with other money of the City, provided that the City separately accounts for each receipt and expenditure of Gross Proceeds and the obligations acquired therewith.

(ii) Not less frequently than each Computation Date, the City shall calculate the Rebate Amount in accordance with rules set forth in Section 148(f) of the Code and the Regulations and rulings thereunder. The City shall maintain such calculations with its official transcript of proceedings relating to the issuance of the Bonds until six years after the final Computation Date.

(iii) As additional consideration for the purchase of the Bonds by the Purchasers and the loan of the money represented thereby and in order to induce such purchase by measures designed to insure the excludability of the interest thereon from the gross income of the Holders thereof for federal income tax purposes, the City shall pay to the United States out of the general fund, other

appropriate fund, or, if permitted by applicable Texas statute, regulation, or opinion of the Attorney General of the State of Texas, the Interest and Sinking Fund, the amount that when added to the future value of previous rebate payments made for the Bonds equals (i) in the case of a Final Computation Date as defined in Section 1.148-3(e)(2) of the Regulations, one hundred percent (100%) of the Rebate Amount on such date; and (ii) in the case of any other Computation Date, ninety percent (90%) of the Rebate Amount on such date. In all cases, the rebate payments shall be made at the times, in the installments, to the place, and in the manner as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder, and shall be accompanied by Form 8038-T or such other forms and information as is or may be required by Section 148(f) of the Code and the Regulations and rulings thereunder.

(iv) The City shall exercise reasonable diligence to assure that no errors are made in the calculations and payments required by paragraphs (2) and (3), and if an error is made, to discover and promptly correct such error within a reasonable amount of time thereafter (and in all events within one hundred eighty (180) days after discovery of the error), including payment to the United States of any additional Rebate Amount owed to it, interest thereon, and any penalty imposed under Section 1.148-3(h) of the Regulations.

(i) Not to Divert Arbitrage Profits. Except to the extent permitted by Section 148 of the Code and the Regulations and rulings thereunder, the City shall not, at any time prior to the earlier of the Stated Maturity or final payment of the Bonds, enter into any transaction that reduces the amount required to be paid to the United States pursuant to subsection (h) of this Section because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Yield of the Bonds not been relevant to either party.

(j) Elections. The City hereby directs and authorizes the Mayor, Mayor Pro Tem, City Manager and Finance Director of the City, individually or jointly, to make elections permitted or required pursuant to the provisions of the Code or the Regulations, as one or more of such persons deems necessary or appropriate in connection with the Bonds, in the Certificate as to Tax Exemption, or similar or other appropriate certificate, form, or document.

(k) Bonds Not Hedge Bonds. At the time the original obligations refunded by the Bonds were issued, the City reasonably expected to spend at least 85% of the spendable proceeds of such obligations within three years after such obligations were issued and (2) not more than 50% of the proceeds of the original obligations refunded by the Bonds were invested in Nonpurpose Investments having a substantially guaranteed Yield for a period of 4 years or more.

(l) Qualified Advance Refunding. The Bonds are issued to refund the Refunded Obligations and the Bonds will be issued more than 90 days before the redemption of the Refunded Obligations. The City represents as follows:

(i) The Bonds are the first advance refunding of the Refunded Obligations within the meaning of Section 149(d)(3) of the Code.

(ii) The Refunded Obligations are being called for redemption, and will be redeemed not later than the earliest date on which such obligations may be redeemed and on which the City will realize present value debt service savings (determined without regard to administrative expenses) on the issue.

(iii) The initial temporary period under Section 148(c) of the Code will end: (i) with respect to the proceeds of the Bonds not later than 30 days after the date of issue of such Bonds; and (ii) with respect to proceeds of the Refunded Obligations on the Closing Date if not ended prior thereto.

(iv) On and after the date of issue of the Bonds, no proceeds of the Refunded Obligations will be invested in Nonpurpose Investments having a Yield in excess of the Yield on such Refunded Obligations.

(v) The Bonds are being issued for the purposes stated in the preamble of this Ordinance. There is a present value savings associated with the refunding. In the issuance of the Bonds the City has neither: (i) overburdened the tax-exempt bond market by issuing more bonds, issuing bonds earlier or allowing bonds to remain outstanding longer than reasonably necessary to accomplish the governmental purposes for which the Bonds were issued; (ii) employed on “abusive arbitrage device” within the meaning of Section 1.148-10(a) of the Regulations; nor (iii) employed a “device” to obtain a material financial advantage based on arbitrage, within the meaning of Section 149(d)(4) of the Code, apart from savings attributable to lower interest rates and reduced debt service payments in early years.

(m) Qualified Tax-Exempt Obligations. The Pricing Officer is hereby authorized to designate in the applicable Pricing Certificate the designation of the Bonds as “qualified tax-exempt obligations” in accordance with the provisions of the paragraph (3) of subsection (b) of Section 265 of the Code in the event the Bonds qualify for such designation and confirm that the Bonds are not “private activity bonds” as defined in the Code and confirm the amount of “tax-exempt obligations” to be issued by the City (including all subordinate entities of the City) for the calendar year in which the Bonds are issued will not exceed the applicable limitation.

**SECTION 15. Sale of Bonds - Official Statement.** The Bonds authorized by this Ordinance are to be sold by the City to the Purchasers in accordance with a bond purchase agreement in the event of a negotiated sale, letter agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable (the “Purchase Contract”), the terms and provisions of which Purchase Contract are to be determined by the Pricing Officer in accordance with Section 3 hereof. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the City, as the act and deed of this Council, and to make a determination as to whether the terms are in the City’s best interests, which determination shall be final.

With regard to such terms and provisions of the Purchase Contract, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of any public offering of the Bonds by the Purchasers, if any;
3. The details of any Official Statement or similar disclosure document (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the City's Rule 15c2-12 compliance, if applicable;
4. A security deposit for the Bonds, if any;
5. The representations and warranties of the City to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the City under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the City;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Mayor and City Secretary of the City are further authorized and directed to deliver for and on behalf of the City copies of a Preliminary Official Statement and Official Statement prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement as delivered by said officials shall constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 16. Escrow Agreement. An "Escrow Agreement" or "Special Escrow Agreement" (either, the "Escrow Agreement") by and between the City and an authorized escrow agent (the "Escrow Agent"), if any such agreement is required in connection with the issuance of the Bonds, shall be attached to and approved in the applicable Pricing Certificate. Such Escrow Agreement is hereby authorized to be finalized and executed by the Pricing Officer for and on behalf of the City and as the act and deed of this Council; and such Escrow Agreement as executed by said Pricing Officer shall be deemed approved by this Council and constitute the Escrow Agreement herein approved. With regard to the finalization of certain terms and provisions of any Escrow Agreement, a Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Obligations;
2. The creation and funding of the Escrow Fund or Funds; and
3. The Escrow Agent's compensation, administration of the Escrow Fund or Funds, and the settlement of any paying agents' charges relating to the Refunded Obligations.

Furthermore, appropriate officials of the City in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement, if any, and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CITY OF WYLIE, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2013 ESCROW FUND" (referred to herein as the "Escrow Fund"), or such other designation as specified in the applicable Pricing Certificate; all as contemplated and provided in Chapter 1207, the Ordinance, the applicable Pricing Certificate and the Escrow Agreement.

On or immediately prior to the date of the delivery of the Bonds to the Purchasers, the Pricing Officer, or other authorized City official listed in Section 33 hereof, shall also cause to be deposited (and is hereby authorized to cause to be deposited) with the Escrow Agent from moneys on deposit in the debt service fund(s) maintained for the payment of the Refunded Obligations an amount which, together with the proceeds of sale of the Bonds, and the investment earnings thereon, will be sufficient to pay in full the Refunded Obligations (or the amount of accrued interest due thereon) scheduled to mature and authorized to be redeemed on the earliest date established in the applicable Pricing Certificate for the redemption of any of the Refunded Obligations (or the earliest date of payment, to be made from moneys in the Escrow Fund(s), as established in the applicable Pricing Certificate, of the amount of accrued interest due thereon).

SECTION 17. Refunded Obligations. (a) In order to provide for the refunding, discharge, and retirement of the Refunded Obligations as selected by the Pricing Officer, the Refunded Obligations, identified, described, and in the amounts set forth in the applicable Pricing Certificate, are called for redemption on the first date(s) such Refunded Obligations are subject to redemption or such other date specified by the Pricing Officer in the applicable Pricing Certificate at the price of par plus accrued interest to the redemption dates, and notice of such redemption shall be given in accordance with the applicable provisions of the ordinance(s) adopted by this Council, which authorized the issuance of the Refunded Obligations. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for each series of the Refunded Obligations in substantially the form(s) set forth as (an) Exhibit(s) to the applicable Pricing Certificate, to each and every paying agent/registrar for Refunded Obligations, in accordance with the redemption provisions applicable to each series of the Refunded Obligations.

(b) Each paying agent/registrar for Refunded Obligations is hereby directed to provide the appropriate notice(s) of redemption as required by the respective ordinances authorizing the issuance of the Refunded Obligations and is hereby directed to make appropriate arrangements so that the Refunded Obligations may be redeemed on the respective redemption date(s) specified in the applicable Pricing Certificate.

(c) The source of funds for payment of the principal of and interest on the Refunded Obligations on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement, if any, or with the paying agent/registrar for the Refunded Obligations pursuant the provisions of Chapter 1207, this Ordinance and the applicable Pricing Certificate finalized by the Pricing Officer.

SECTION 18. Control and Custody of Bonds. The Mayor of the City shall be and is hereby authorized to take and have charge of all necessary ordinances, resolutions, orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 19. Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and any accrued interest received from the Purchasers of the Bonds or additional proceeds being deposited to the Interest and Sinking Fund) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Escrow Agreement or deposited with the paying agent/registrar for the Refunded Obligations for the payment and redemption of the Refunded Obligations. The proceeds of sale of the Bonds not so deposited with the Escrow Agent (or the paying agent/registrar for the Refunded Obligations) for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance, or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the City or its financial advisor. Such proceeds of sale may be invested in authorized investments and any investment earnings realized may be (with respect to the accrued interest received from the Purchasers) deposited in the Interest and Sinking Fund as shall be determined by this Council.

Additionally, the Pricing Officer shall determine the amount of any City contribution to the refunding from moneys on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations.

SECTION 20. Notices to Holders - Waiver. Wherever this Ordinance or the applicable Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States Mail, first class postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Ordinance or the applicable Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 21. Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the City, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The City may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the City may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying

Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the City.

SECTION 22. Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Fulbright & Jaworski L.L.P., Attorneys, Dallas, Texas, approving the Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of said opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds.

SECTION 23. CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the City nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 24. Benefits of Ordinance. Nothing in this Ordinance or the applicable Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the City, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Ordinance or any provision hereof or the applicable Pricing Certificate, this Ordinance and all of its provisions and the applicable Pricing Certificate being intended to be and being for the sole and exclusive benefit of the City, the Paying Agent/Registrar, and the Holders.

SECTION 25. Inconsistent Provisions. All ordinances or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Ordinance or the applicable Pricing Certificate are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters contained herein.

SECTION 26. Governing Law. This Ordinance shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27. Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 28. Construction of Terms. If appropriate in the context of this Ordinance, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 29. Severability. If any provision of this Ordinance or the applicable Pricing Certificate or the application thereof to any circumstance shall be held to be invalid, the remainder of this Ordinance and the applicable Pricing Certificate and the application thereof to other circumstances shall nevertheless be valid, and this Council hereby declares that this Ordinance would have been enacted without such invalid provision.



SECTION 30. Incorporation of Findings and Determinations. The findings and determinations of this Council contained in the preamble hereof are hereby incorporated by reference and made a part of this Ordinance for all purposes as if the same were restated in full in this Section.

SECTION 31. Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the applicable Pricing Certificate that an undertaking is not required pursuant to the Rule (defined below).

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. The City shall provide annually to the MSRB (1) within six months after the end of each fiscal year, beginning with the year stated in the applicable Pricing Certificate, financial information and operating data with respect to the City of the general type included in the final Official Statement approved by the Pricing Officer and described in the applicable Pricing Certificate and (2) if not provided as part of such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so provided shall be prepared in accordance with the accounting principles described in the applicable Pricing Certificate, or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the City changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet Web site or filed with the SEC.

(c) Notice of Certain Events. The City shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than 10 business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the City, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

For these purposes, any event described in the immediately preceding subsection (c)12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the City in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

The City shall notify the MSRB, in a timely manner, of any failure by the City to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers and Amendments. The City shall be obligated to observe and perform the covenants specified in this Section while, but only while, the City

remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the City in any event will give the notice required by subsection (c) hereof of any Bond calls and defeasance that cause the City to be no longer such an “obligated person.”

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations under this Section shall constitute a breach of or default under this Ordinance for purposes of any other provision of this Ordinance.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

Notwithstanding anything to the contrary in this Ordinance, the provisions of this Section may be amended by the City from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Ordinance that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the City if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the City’s right to do so would not prevent an underwriter of the initial public offering of the Bonds from lawfully purchasing or

selling Bonds in such offering. If the City so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided pursuant to subsection (b) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 32. Municipal Bond Insurance. The Bonds may be sold with the principal of and interest thereon or Maturity Amount thereof, as applicable, being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 33. Further Procedures. Any one or more of the Mayor, Mayor Pro Tem, City Manager, Finance Director and City Secretary are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the City all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the Mayor, Mayor Pro Tem, City Manager, Finance Director or Bond Counsel to the City are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance, including the applicable Pricing Certificate: (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such changes are consistent with the intent and purpose of this Ordinance, which determination shall be final. In the event that any officer of the City whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 34. Public Meeting. It is officially found, determined, and declared that the meeting at which this Ordinance is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Ordinance, was given, all as required by Chapter 551 of the Texas Government Code, as amended.

SECTION 35. Effective Date. In accordance with the provisions of Texas Government Code, Section 1201.028, as amended, this Ordinance shall be in force and effect from and after its passage on the date shown below and it is so ordained.

*[Remainder of page left blank intentionally]*

PASSED AND ADOPTED, this February 26, 2013.

CITY OF WYLIE, TEXAS

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Mayor

ATTEST:

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City Secretary

(City Seal)

EXHIBIT A

PAYING AGENT/REGISTRAR AGREEMENT



#### Contacts

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Nick Bulaich

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Prospective Refunding of 2005 Certificates of Obligation &  
2005 General Obligation Refunding & Improvement Bonds

February 15, 2013

City of Wylie, Texas

# Refunding Information



## City of Wylie, Texas

### General Obligation Refunding Bonds, Series 2013

#### ANNUAL SAVINGS ANALYSIS

1	2	3	4	5	6
Fiscal Year	Old Debt Service	New Debt Service	Total Savings*	CO Savings*	GO Savings*
9/30/2013	\$ 157,876	\$ 157,876	\$ -	\$ -	\$ -
9/30/2014	315,751	262,709	53,043	28,777	24,266
9/30/2015	315,751	265,419	50,333	28,185	22,148
9/30/2016	898,851	846,125	52,726	29,299	23,428
9/30/2017	899,551	843,160	56,391	30,911	25,480
9/30/2018	898,929	844,231	54,698	32,336	22,361
9/30/2019	896,804	844,289	52,515	28,525	23,990
9/30/2020	898,116	843,305	54,811	29,489	25,323
9/30/2021	897,819	840,890	56,929	30,380	26,549
9/30/2022	900,572	846,725	53,847	31,091	22,756
9/30/2023	895,118	840,700	54,418	28,100	26,318
9/30/2024	896,636	843,225	53,411	31,275	22,136
9/30/2025	900,938	849,613	51,325	28,850	22,475
	\$ 9,772,711	\$ 9,128,265	\$ 644,446	357,217	287,229

Net PV Savings: \$ 555,072

PV Savings as a % of Bonds being Refunded: 7.6720%

### ESTIMATED REFUNDING RESULTS\*:

- ❑ Par Amount of Refunded Bonds: **\$7,235,000**
- ❑ Total Savings: **\$644,446**
- ❑ Present Value Savings: **\$555,072**
- ❑ Present Value %: **7.672%**
- ❑ True Interest Cost: **2.019%**
- ❑ Average Interest Rate on Refunded Bonds: **4.451%**
- ❑ Final Maturity **NOT** Extended
- ❑ Savings are **AFTER** any and all transaction costs (*i.e. no 'out of pocket' costs*)

\* - Aa3/A+ "Bank Qualified" Interest Rate Scale as of February 15, 2013 + 0.25%

CITY OF WYLIE, TEXAS



# Proposed Bond Ordinance Parameters



- **Maximum** True Interest Cost
- **Minimum** Present Value Savings
- **Maximum** Principal Amount
- Final Maturity Date
- Expiration of Parameter Authority

## Current Market

**2.12%\***

**7.67%\***

**\$7,600,000\***

**February 15, 2025**

**180 Days**

## Proposed Parameters

**2.25%**

**7.00%**

**\$8,000,000**

**February 15, 2025**

**180 Days**

- Delegated Pricing Officers **City Manager or Director of Finance**

**\* As of February 15, 2013 + 25**

CITY OF WYLIE, TEXAS

# Potential Timetable/Next Steps



Feb-13							Mar-13							Apr-13							May-13						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2						1	2		1	2	3	4	5	6			1	2	3	4	
3	4	5	6	7	8	9	3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11
10	11	12	13	14	15	16	10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18
17	18	19	20	21	22	23	17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25
24	25	26	27	28			24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31	
							31																				

Day	Event
TBD	Prepare initial draft of Preliminary Official Statement & send to City, Bond and Underwriter's Counsel for review
TBD	Receive information to complete Official Statement from City, Bond Counsel and Underwriter's Counsel
TBD	Provide draft of Preliminary Official Statement to credit rating agencies for review
<b>February 26th</b>	<b>(Council Approves Parameter Ordinance)</b>
TBD	Rating Calls
TBD	Receive credit ratings
TBD	Finalize Preliminary Official Statement and Distribute electronically to Underwriters
<b>April</b>	<b>Potential pricing and verbal award to Underwriters (Council Approves Ordinance)</b>
TBD	Print Final Official Statement
TBD	Bond closing and delivery of funds (Old Bonds Paid Off/Defeased)



# Wylie City Council

## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** City Manager Office  
**Prepared By:** Jeff Butters  
**Date Prepared:** November 28, 2012

**Item Number:** 5.  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** NA  
**Exhibits:** Amended Fee Ordinance

### Subject

Consider, and act upon, Ordinance No. 2013-15 amending Exhibit A of Ordinance No. 2010-20 (Consolidated Fee Ordinance) and Section II (Garbage, Trash, and Brush Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of The Wylie Code of Ordinances; Providing for a penalty for the violations of this ordinance; Providing for Repealing, Savings, and Severability clauses; Providing for an effective date, of this ordinance; and Providing for the publication of the Caption Hereof.

### Recommendation

Motion to approve Ordinance No. 2013-15 amending Exhibit A of Ordinance No. 2010-20 (Consolidated Fee Ordinance) and Section II (Garbage, Trash, and Brush Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of The Wylie Code of Ordinances; Providing for a penalty for the violations of this ordinance; Providing for Repealing, Savings, and Severability clauses; Providing for an effective date, of this ordinance; and Providing for the publication of the Caption Hereof.

### Discussion

This fee Ordinance amendment adds ten cents (.10) per month to the Extreme Green (HHW) event fee and raises the fee from .30 per month to .40 per month. This increase was agreed upon when we contracted with CWD for the HHW service. At the time we agreed to .15 for the first year, .30 for the second year, and .40 from the third year forward.

## **ORDINANCE NO. 2013-15**

**AN ORDINANCE OF THE CITY OF WYLIE, TEXAS, AMENDING EXHIBIT “A” OF ORDINANCE NO. 2010-20 (CONSOLIDATED FEE ORDINANCE) AND SECTION II (GARBAGE, TRASH, AND BRUSH FEES) OF APPENDIX C (WYLIE COMPREHENSIVE FEE SCHEDULE) OF THE WYLIE CODE OF ORDINANCES; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

WHEREAS, the City Council of the City of Wylie, Texas (“City Council”) has investigated and determined that it will be advantageous and beneficial to the citizens of the City of Wylie, Texas (“Wylie”) to amend Exhibit “A” of Ordinance No. 2010-20 (Consolidated Fee Ordinance) and Section II (Garbage, Trash, and Brush Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances, as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS:

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Amendment to Exhibit “A” of Ordinance No. 2010-20 (Consolidated Fee Ordinance) and Section II (Garbage, Trash, and Brush Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances. Exhibit “A” of Ordinance No. 2010-20 (Consolidated Fee Ordinance) and Section II (Garbage, Trash, and Brush Fees) of Appendix C (Wylie Comprehensive Fee Schedule) of the Wylie Code of Ordinances are hereby amended as follows:

### **“II. GARBAGE, TRASH AND BRUSH FEES.**

#### **A. Residential Fee; Deposits.**

- (1) The collection and removal of garbage, rubbish and brush in one (1) polycart container from residential premises, one (1) time per week and one recycle polycart one (1) time per week, shall be made for a charge of eleven dollars and eighty four cents (\$11.89) per residential unit for each calendar month.
- (2) Nonresidential customers shall be required to make a deposit equivalent to three (3) months' charges, or a minimum thirty-six dollars (\$36.00).
- (3) Residential fees for each unit of single-family detached or duplex (not master

metered) either curbside or alley side service, shall be eleven dollars and eighty nine cents (\$11.89) per month and shall be charged each month on the utility bill.

- (4) The following collection fees are based upon the type of establishment or collection, to wit:

(a) Duplex, per unit ..... \$11.89 per unit  
 (b) Multifamily..... \$11.89 per unit  
 (c) Trailer park ..... \$11.89 per unit

- (5) Each additional Polycart .....\$3.62

- (6) Extreme Green (HHW) collection fee .....40

**B. Commercial Charges.**

- (1) Commercial Hand Collection, per ninety-five (95) gallon polycart

Automated Collection Cost:

Once (1) per week.....\$24.40  
 Two (2) carts once (1) per week.....\$46.38

- (2) **Front Load Container Rates:**

	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
<b>2 cu yd</b>	\$ 56.55	\$120.74.6	\$222.55	\$310.53	\$403.01	\$ 496.99
<b>3 cu yd</b>	\$ 77.93	\$145.209	\$241.988	\$335.163	\$451.821	\$ 536.75
<b>4 cu yd</b>	\$ 98.58	\$184.260	\$258.402	\$359.82	\$463.223	\$ 574.51
<b>6 cu yd</b>	\$115.012	\$210.601	\$295.748	\$407.456.	\$529.539	\$ 654.04
<b>8 cu yd</b>	\$128.449	\$241.756	\$333.063	\$456.747	\$590.972	\$ 713.58

- (3) **Additional Charges:**

**Ordinance No. 2013-15**

**Amending Exhibit "A" to Ordinance No. 2010-20 (Consolidated Fee Ordinance)**

**and Section II (Garbage, Trash and Brush Fees) of Appendix C (Wylie Comp. Fee Schedule)  
 of the Wylie Code of Ordinances**

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Additional charge of \$9.06 per pick up for containers on Casters  
 Additional charge of \$9.06 per pick up for containers with 4 sided enclosures  
 Additional charge of \$9.06 per pick up for containers with locks

8 cubic yard Cardboard Recycling Container 1 X per week.....\$84.28  
 8 cubic yard Cardboard Recycling Container 2 X per week.....\$176.74  
 Front load container exchange charge.....\$80.84  
 Residential Open Top Roll.....\$395.00  
 (Rate includes delivery, 1 week's rental, 1 haul (two (2) tons of disposal))

(4) **Extra Pick-Ups:**

2 cubic yard.....\$50.54  
 3 cubic yard.....\$51.65  
 4 cubic yard.....\$52.78  
 6 cubic yard.....\$55.03  
 8 cubic yard.....\$56.16

(5) **Refills:**

2 cubic yard.....\$39.32  
 3 cubic yard.....\$40.42  
 4 cubic yard.....\$41.54  
 6 cubic yard.....\$43.79  
 8 cubic yard.....\$44.93

(6) **Rolloff Charges:**

20 cubic yard per haul.....\$527.98 (M-F)  
 30 cubic yard per haul.....\$539.51 (M-F)  
 40 cubic yard per haul.....\$574.06 (M-F)  
 Delivery and Exchange.....\$404.77 (M-F)  
 Daily Container Rental.....\$8.17

(7) **Compactors:**

6 cubic yard compactor haul charge.....\$290.20 (M-F)  
 8 cubic yard compactor haul charge.....\$325.98 (M-F)  
 30 cubic yard compactor haul charge.....\$539.51 (M-F)  
 35 cubic yard compactor haul charge.....\$539.51 (M-F)  
 42 cubic yard compactor haul charge.....\$539.51 (M-F)

Disposal will be billed at \$34.11 per ton; rates based on 4 ton minimum.

(8) **Returned Check Charge**.....\$26.31

(9) **COMMERCIAL RATES FOR WYLIE INDEPENDENT SCHOOL DISTRICT (WISD)**

Ordinance No. 2013-15

Amending Exhibit "A" to Ordinance No. 2010-20 (Consolidated Fee Ordinance)

and Section II (Garbage, Trash and Brush Fees) of Appendix C (Wylie Comp. Fee Schedule)  
 of the Wylie Code of Ordinances

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(10) **Front Load Container Rates:**

<b>Size/Pickup</b>	<b><u>1 x week</u></b>	<b><u>2 x week</u></b>	<b><u>3 x week</u></b>	<b><u>4 x week</u></b>	<b><u>5 x week</u></b>	<b><u>6 x week</u></b>
<b>2 Cu Yd</b>	\$ 71.51	\$136.65	\$190.97	\$265.51	\$344.59	\$424.94
<b>3 Cu Yd</b>	\$ 79.17	\$149.41	\$206.88	\$286.56	\$386.30	\$458.93
<b>4 Cu Yd</b>	\$ 84.29	\$157.07	\$220.94	\$307.63	\$395.56	\$491.23
<b>6 Cu Yd</b>	\$ 98.33	\$180.06	\$252.86	\$348.37	\$452.74	\$559.22
<b>8 Cu Yd</b>	\$109.83	\$203.05	\$284.78	\$390.52	\$505.30	\$625.49

WISD front load rates are net to contractor, does not include billing fee, franchise fee and sales tax do not apply.

**C. Fees for Special Collection of Brush and Bulky Waste Items.**

Special collection of brush and bulky items, in excess of twenty-four (24) cubic yards per resident per year, will be made available to residents at the rate negotiated between the contractor and the resident.

**D. Denial of Service.**

In the event of nonpayment of charges for the above services, the City shall have the right to deny further service to such nonpaying person or customer.”

**SECTION 3: Penalty Provision.** Any person, firm, corporation or entity that violates this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined a sum not exceeding two thousand dollars (\$2,000.00) if the violation relates to the public health and sanitation, otherwise the fine shall be a sum not exceeding five hundred dollars (\$500.00). Each continuing day’s violation shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Wylie from filing suit to enjoin the violation. Wylie retains all legal rights and remedies available to it pursuant to local, state and federal law.

**SECTION 4: Savings/Repealing Clause.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional or invalid.

**SECTION 5: Severability.** Should any section, subsection, clause or phrase of this Ordinance be declared unconstitutional or invalid by any court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full for

**Ordinance No. 2013-15**

**Amending Exhibit “A” to Ordinance No. 2010-20 (Consolidated Fee Ordinance)**

**and Section II (Garbage, Trash and Brush Fees) of Appendix C (Wylie Comp. Fee Schedule)  
of the Wylie Code of Ordinances**

621396.2

force and effect. Wylie hereby declares that it would have passed this Ordinance, and each section, subsection, clause and phrase hereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional or invalid.

SECTION 6: Effective Date. This Ordinance shall be effective immediately upon its passage and publication as required by the City Charter and by law.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF WYLIE, TEXAS**, on this 26<sup>th</sup> day of February, 2013.

---

Eric Hogue, Mayor

**ATTESTED AND CORRECTLY  
RECORDED:**

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Carole Ehrlich, City Secretary

*DATE(S) OF PUBLICATION:* March 6, 2013, WYLIE NEWS





# Wylie City Council

## AGENDA REPORT

**Meeting Date:** February 26, 2013  
**Department:** City Manager Office  
**Prepared By:** Jeff Butters  
**Date Prepared:** November 28, 2012

**Item Number:** 6.  
*(City Secretary's Use Only)*  
**Account Code:** \_\_\_\_\_  
**Budgeted Amount:** NA  
**Exhibits:** \_\_\_\_\_

### Subject

Consider, and act upon, a contract renewal with Community Waste Disposal (CWD) for the provision of solid waste services and authorize the City Manager to execute a solid waste contract renewal for a term of five (5) years, effective September 1, 2013.

### Recommendation

Motion to approve a contract renewal with Community Waste Disposal (CWD) for the provision of solid waste services and authorize the City Manager to execute a solid waste contract renewal for a term of five (5) years, effective September 1, 2013.

### Discussion

The solid waste contract renewal will allow the City of Wylie to avoid any rate adjustment until September 2014.

The other changes in this contract are as follows;

1. Allow CWD to surcharge for illegal heavy loads on commercial compactors. The surcharge would eliminate any financial incentive to intentionally overload compactors so that CWD is forced to carry illegally heavy loads.
2. Franchise temporary roll-off.

Staff brought this contract forward now instead of closer to the time it goes into effect to solidify the negotiated agreement with CWD.

**SOLID WASTE & RECYCLING CONTRACT RENEWAL**  
**BETWEEN**  
**THE CITY OF WYLIE, TEXAS**  
**AND**  
**COMMUNITY WASTE DISPOSAL, L.P.**

**Effective September 1, 2013**

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EXHIBITS "A", "B" AND "C" ATTACHED

## **SOLID WASTE & RECYCLING CONTRACT RENEWAL**

**THIS SOLID WASTE & RECYCLING CONTRACT RENEWAL** (this “Contract Renewal”), made and entered into this 1st day of March, 2013, by and between the City of Wylie, Texas, a Municipal Corporation of Collin County, Texas, (hereinafter called the “City”) and Community Waste Disposal L.P., (hereinafter called “Contractor”).

### **W I T N E S S E T H:**

WHEREAS, the Contractor and City entered into a Solid Waste and Recycling Contract with the City, effective September 1, 2008, for a five (5) year term (the “Original Contract”); and

WHEREAS, since that time, the parties have entered into three (3) subsequent amended and restated contracts (“Amendments and Restatements”); and

WHEREAS, the terms of the bid proposal, Original Contract and Amendments and Restatements include an optional renewal of one (1) additional five (5) year term; and

WHEREAS, the City has investigated and determined and the parties hereto desire to renew the Original Contract based upon the terms and conditions of the Original Contract as they were subsequently amended and restated by the Amendments and Restatements to enter into another five (5) year contract for the provision of solid waste services.

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

#### **1.00 GRANT**

The City hereby grants to Contractor an exclusive contract to engage in the business of collecting from the Residential, Commercial and Industrial Units, (including temporary roll-off but excluding commercial recyclable commodities) within the corporate limits of the City and disposing of Refuse and Recyclable Materials and, further, the City hereby grants to Contractor permission to use the public streets, alleys, easements and thoroughfares within the limits of the City for the purpose of collection and disposal of Refuse and Recyclable Material, subject to the limitations, terms and conditions hereinafter specified and contained in this Contract Renewal.

#### **2.00 DEFINITIONS**

2.01. Bags. Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 40 lbs.

2.02. Bins. Receptacles designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

2.03. Bulky Waste. Stoves, refrigerators, water tanks, washing machines, furniture, Construction Debris (generated from the Residential Unit only) and other

waste materials other than Dead Animals, Hazardous Waste, or Stable Matter with weights or volumes greater than those allowed for the applicable Bins or Polycart Containers. Customer shall be responsible for the proper removal of refrigerants, Hazardous Wastes and other hazardous materials from Bulky Wastes and shall properly tag Bulky Wastes as being free of refrigerants, Hazardous Wastes and other hazardous material prior to removal by Contractor.

2.04. Bundle. Tree, shrub and Brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length.

2.05. City. City of Wylie, Texas.

2.06. Commercial and Industrial Refuse. All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit.

2.07. Commercial and Industrial Unit. All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City; but not a Residential Unit.

2.08. Commodity. Material that can be sold in a spot or future market for processing and use or reuse.

2.09. Commodity Buyer. A buyer or processor selected by Contractor pursuant to the Contract Renewal Documents, of Recyclable Materials delivered by Contractor.

2.10. Construction Debris. Waste building materials resulting from construction, remodeling, repair or demolition operations.

2.11. Container. A receptacle for the temporary storage of solid waste.

2.12. Contractor. Community Waste Disposal.

2.13. Curbside. Portion of right-of-way adjacent to paved or traveled City roadways (including alleys).

2.14. Dead Animals. Animals or portions thereof equal to or greater than 10 pounds in weight, that have expired from any cause, except those slaughtered or killed for human use.

2.15. Disposal Site. A Refuse depository including but not limited to sanitary landfills, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive Refuse and/or Dead Animals for processing or final disposal.



2.16. Garbage. Any and all Dead Animals of less than 10 pounds in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other, animal or vegetable matter (including, but not by way of limitation, that used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

2.17. Hazardous Waste. Waste, in any amount, identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S. C. Section 6901), or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this Contract Renewal, the term Hazardous Waste shall also include motor, oil, gasoline, paint and paint cans

2.18. Household Hazardous Waste. Wastes from households that would be hazardous waste, if not specifically excluded by federal regulations, (HHW) are hazardous wastes contained in consumer products designed and marketed to be used in households, not in industrial settings. Examples include fluorescent light bulbs, paints, wood stains, fuels, batteries, corrosive cleaners, pool chlorine and acid and some pesticides. Examples of other materials that are collected with HHW include motor oil, oil filters, antifreeze, and latex paint, fluorescent light bulbs, paints, wood stains, fuels, batteries, corrosive cleaners, pool chlorine and acid, pesticides, aerosols, flammables, antifreeze, caulk, joint compound, RCRA Empty, oxidizers, organic peroxides, organic compounds.

2.19. Holidays. The following shall be holidays for the purpose of this Contract Renewal: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

2.20. Polycart Container. A rubber wheeled container, with a maximum capacity of 95 gallons, designed for automated or semi-automated solid waste collection systems.

2.21. Producer or customer. An occupant of a Commercial Unit, Industrial Unit or a Residential Unit who generates Refuse.

2.22. Recyclable Commodities. Material that has been recovered or diverted from the nonhazardous waste stream for the purposes of reuse, recycling, or reclamation, including, but not limited to, newspapers (including glossy inserts); plastic jugs and bottles (#1,2,3,4,5,7); aluminum and metal cans; and glass food and beverage containers, catalogues and magazines, envelopes and junk mail, empty cereal and dry food boxes, flattened cardboard.

2.23. Refuse. This term shall refer to Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

2.24. Residential Refuse. All Garbage and Rubbish generated by a Producer at a Residential Unit.

2.25. Residential Unit. A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

2.26. Rubbish. All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

2.27. Stable Matter. All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

### 3.00 SCOPE OF WORK

The work under this Contract Renewal shall consist of all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with these Contract Renewal Documents including the Special Provisions and the Performance Standards. A copy of said Special Provisions is attached as Exhibit "A" and made a part hereof for all purposes. A copy of said Performance Standards is attached hereto as Exhibit "B" and made a part hereof for all purposes.

### 4.00 COLLECTION OPERATION

#### 4.01. Service Provided.

- (a) Contractor shall provide curbside or alley collection service for the collection of Residential Refuse to each Residential Unit one (1) time per week. Polycart Containers shall be placed at curbside or alley by the residential customer by 7:00 a.m. on the designated collection day. All Residential Refuse shall fit into the Polycart Container with the lid closed.

- (b) Contractor shall provide curbside or alley collection service for the collection of Recyclable Materials from each Residential Unit one (1) time per week. Recycling Containers shall be placed at curbside or alley by the residential customer by 7:00 a.m. on the designated collection day.
- (c) Contractor shall provide Bin collection service for the collection of Commercial and Industrial Refuse to Commercial and Industrial Units according to individual agreement. This shall exclude temporary commercial service.
- (d) The Contractor shall provide for the special collection from Residential Units of Bulky Waste, Construction Debris and Stable Matter in accordance with Section 14.01(b). Contractor shall provide transportation of collected Refuse to the Disposal Site for disposal, which responsibility is solely that of the Disposal Site operator.
- (e) Contractor shall provide transportation and processing of collected recyclables to Contractor's Material Recovery Facility.
- (f) The work under this Contract Renewal does not include the collection and disposal of any increased volume resulting from a flood, tornado or similar or different Act of God over which the Contractor has no control. In the event of such a flood tornado, or other Act of God, the Contractor and the City will negotiate the payment to be made to the Contractor. Further, if the City and the Contractor reach such an agreement, then the City shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor. Contractor will provide emergency storm clean up services at a rate of \$125.00 per hour per rear load truck, as need is determined by the City.

4.02. Location of Polycart Containers, Bins, Containers, Recycling Containers, Bags and Bundles for Collection.

- (a) Each Polycart Container, Bag, Recycling Container, Containers, bulk, rubbish, and Bundle shall be placed at curbside for collection. Polycart Containers, Recycling Containers, Containers Bags, Bulk, Rubbish, and Bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of way, Polycart Containers, Containers, Recycling Containers, Bags and Bundles shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Polycart Container, Container, Recycling Container, Bag and Bundle not so placed or any Residential Refuse not contained in a Polycart Container.
- (b) Contractor shall provide Bins for Commercial and Industrial Units whenever customers request their use. Each Bin shall be placed in an accessible, outside location on a concrete pad according to individual agreement between Contractor and the Commercial or Industrial Unit. Contractor may decline to collect Refuse in Bins not so placed by the customer. Placement of bin and size/construction of

concrete pad shall be such that the front wheels of collection vehicles shall rest entirely on the pad (or non-porous surface) while bin is lifted and emptied.

## 5.00 COLLECTION OPERATION

### 5.01. Hours of Operation.

- (a) Collection of Residential Refuse shall not start before 7:00 a.m. or continue after 7:00 p.m. on the same day. Exceptions to collection hours shall be affected only upon the mutual agreement of the City and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.
- (b) Collection of residential Rubbish and Bulky Waste, and Commercial and Industrial Refuse shall take place according to individual agreement.

### 5.02. Routes of Collection.

- (a) Residential Unit routes shall be established by the Contractor. Contractor shall submit a map designating the Residential Unit collection routes to the City for their approval, which approval shall not be unreasonably withheld. Contractor shall provide, at its expense, a map of such Residential Unit collection routes in a brochure to be mailed to each customer affected by a route change at least once during each calendar year and shall make such brochures continuously available at City Hall. The published map shall be of such size to clearly show all pertinent information. The Contractor may, from time to time, propose to City for approval, changes in routes or days of collection affecting Residential Units, which approval shall not be unreasonably withheld. Upon City approval of the proposed changes, Contractor shall promptly give written or published notice to the affected Residential Units.
- (b) Commercial and Industrial Unit collection routes shall be established by the Contractor at its sole discretion.

5.03. Holidays. Contractor may decide to observe any of the Holidays mentioned herein, but such decision in no manner relieves Contractor of his obligation to provide Refuse collection service at Residential Units at least once per week.

5.04. Complaints. All complaints shall be handled directly by the Contractor. Each complaint shall be given prompt and courteous attention and be resolved within seventy-two (72) hours of receiving the complaint. However, in the case of alleged missed scheduled collections, the Contractor shall investigate, and if such allegations are verified, shall arrange for the collection of the solid waste the same day if called in before 12:00 Noon, but not more than twenty-four (24) hours after the initial complaint was received. Contractor will be responsible for maintaining a log of all complaints received, and will provide the City with a copy of the log on a monthly basis.

The log shall indicate at least the following information:

- Name of complainant;
- Date and hour of the complaint; and
- Nature and address of the complaint, and the manner and the date and time of its resolution.

Contractor shall meet the timeliness requirements of the performance standards set forth in this Contract Renewal at least ninety-eight (98%) of the time, measured on a quarterly basis, or City shall have the right to terminate this Contract Renewal by providing Contractor with at least thirty (30) days advance written notice of the termination and the effective date thereof. Contractor shall continue to provide services under this Contract Renewal until the effective date of termination.

5.05. Collection Equipment. The Contractor, at its sole cost and expense, agrees to furnish all trucks, equipment, machines, and labor (the “equipment”), which are reasonably necessary to collect and transport Refuse and/or recyclables from accounts serviced by the Contractor in accordance with this Contract Renewal. The equipment shall be maintained in a safe and clean working condition throughout the term of the Contract Renewal and any renewal period. The equipment shall be maintained and painted as often as necessary to preserve and present a well-kept appearance in accordance with normal industry standards in the Dallas-Fort Worth metropolitan areas. The Contractor shall clean the equipment on a regular weekly basis or more frequently as may be necessary to maintain sanitary and safe working conditions. Contractor will ensure that no fluids leak from contractors equipment onto alleys, streets, sidewalks or driveways and if such leaks or spills occur contractor will remediate the spill and repair the equipment to prevent further leaks or spills.

Additionally, the Contractor shall have standby equipment available to regularly complete the daily routes in the event of equipment failure or excessive volumes of collection, which it is obligated to collect and transport in connection with this Contract Renewal.

5.06. Office. The Contractor shall maintain an office. Such office shall be open at a minimum, Monday through Friday, 8:00 a.m. until 5:00 p.m. with a qualified service representative available to personally answer inquiries, as well as a qualified field supervisor to oversee the daily operations. The office is to include personnel needed to maintain weekly delivery of new and replacement trash carts and make repairs when necessary. The telephone number of the Contractor’s office will be widely available to customers. After-hours calls shall be forwarded to a twenty-four hour message center, with calls responded to, by Contractor personnel, the following morning or immediately depending on the nature of the call. Contractor shall advise the City Manager or representative thereof of all emergency service matters.

5.07. Non-Collection. Should a dispute arise between City, Contractor and/or a customer as to whether Contractor actually failed to make a collection (whether

Contractor missed a pick-up), the decision of the City shall be final, and the Contractor agrees to abide by said decision.

It is specifically understood and agreed that if the customer fails to timely place a Container/cart out, maintains improper or inadequate containers for the nature, volume, or weight of acceptable waste/recycling to be removed from the premises, or places improper bundles or volumes of waste/recycling for collection, or places hazardous waste, special waste, or other refuse in violation of this agreement, the Contractor may refrain from collecting all or a portion of such refuse that is rendered not collectable due to any of the aforementioned circumstances. The Contractor shall notify both the City and the customer of the reason for any such non-collection (unless such non-collection is due to the customer's failure to timely place the waste/recycling for collection). Contractor's notice to the customer shall be in writing, attached to the container or the front door of the residence, and shall indicate the nature of the violation and the correction required in order that such solid waste may then be collected at the next regular collection date.

Where a customer notifies the City that acceptable waste/recycling has not been removed from the residents' premises on the scheduled collection day and where no notice of non-collection nor a change in collection schedule has been received from the Contractor, the City shall investigate. If the investigation discloses that the Contractor has failed to collect acceptable waste/recycling from the subject premises without cause, the Contractor shall collect same within twenty-four (24) hours after a collection is ordered by the City, at no additional charge.

5.08. Interruption of Service. In the event that the collection and disposal of acceptable waste should be interrupted by any reason for more than forty-eight (48) hours, City shall have the right to make temporary independent arrangements for purposes of continuing this necessary service to its residents in order to provide and protect the public health and safety, and Contractor shall pay the City all costs and expenses associated therewith within ten (10) days of notice of the costs and expenses. If the interruption of service mentioned above continues for a period of seventy-two (72) hours and is not the result of a force majeure, then City shall have the right to terminate this Contract Renewal by providing Contractor written notice of the termination and the effective date thereof.

5.09. Hauling. All Refuse hauled by the Contractor shall be contained, tied or enclosed so that leaking, spilling or blowing is reasonably prevented.

5.10. Disposal. All Refuse collected for disposal by the Contractor shall be hauled to a Disposal Site.

5.11. Emergency Circumstances and Notifications. Contractor shall use whatever means to notify the City Manager or representative thereof of any changes, due to emergency circumstances, that may require the use of alternative disposal/recycling facilities/sites. In the event that at some future time, there is no

disposal site available, costs in disposing of said waste may be negotiated by the City and Contractor in good faith.

The Contractor shall notify, at its sole cost and expense, all producers at residential units about complaint procedures, rates, regulations, and days for scheduled collection.

5.12. Point of Contact. All dealing, contacts, etc., between the Contractor and the City shall be directed by the Contractor to the City Manager or his/her designated representative.

5.13. Property Damage. The Contractor shall be responsible for the repair of damage caused by the Contractor's collection equipment. Substantiation of cause shall be determined by mutual agreement of the City and the Contractor. Within fifteen (15) days after receipt of a notice of damages, pending substantiation of cause that shall not be unreasonably delayed, the Contractor shall arrange for satisfactory repairs. Repairs shall be made within one week of notification unless additional time is needed to meet repair requirements. Contractor agrees to notify the resident or business and the City of their course of action and give reasonable timeframe for completion. This shall include remediating any leaks or spills of motor oil, hydraulic fluid, gas or other hazardous material onto alleys, streets, sidewalks, drives or yards.

5.14. Liquidated Damage. In the event the Contractor fails to collect solid waste and recycling within twenty-four (24) hours after an order for collection is issued by the City pursuant to the third paragraph of Section 5.07 above, such failure shall constitute an act of non-collection, and the City may assess Contractor a penalty for each act of non-collection per account, to be withheld by City from payments due pursuant to Section 14.07 below: for each residential account, Twenty-five dollars (\$25.00) and for each commercial account, Fifty dollars (\$50.00).

## 6.00 COMPLIANCE WITH THE LAW

Contractor shall comply with all rules and regulations of the Texas Commission on Environmental Quality and the Environmental Protection Agency. In this regard, Contractor shall not be required to collect and dispose of any oil, sludge, fecal material, or any radioactive, pathological, toxic, acidic, or volatile material, Hazardous Waste, or other hazardous, medical, non-conforming or improper waste. Should Contractor elect to dispose of such materials, Contractor shall receive a fee or charge mutually acceptable to Contractor and the party requesting disposal of such materials. City agrees to pass such ordinances as are reasonably necessary to effectuate all terms of this Contract Renewal. Both parties and their officers, agents, employees, representatives, contractors and subcontractors shall abide by and comply with all applicable laws in the performance of this Contract Renewal.

#### 7.00 EFFECTIVE DATE

This Contract Renewal shall become effective on September 1, 2013 upon the execution hereof by all parties and the continuing performance of Contractor shall be governed by this Solid Waste & Recycling Contract Renewal from and after such date.

#### 8.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion, or national origin.

#### 9.00 INDEMNITY

**THE CONTRACTOR WILL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, INJURIES (INCLUDING DEATH), JUDGMENTS, COSTS, EXPENSES, AND ATTORNEYS' FEES (INCLUDING ANY ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY) (COLLECTIVELY, "CLAIMS") ARISING OUT OF CONTRACTOR'S PERFORMANCE OF THIS CONTRACT RENEWAL AND DIRECTLY CAUSED BY A WILLFUL, NEGLIGENT OR GROSSLY NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES. CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE LIABILITY FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, THEN CONTRACTOR IS NOT REQUIRED TO INDEMNIFY OR RELEASE CITY NOR BE LIABLE FOR DEFENSE OR DEFENSE COSTS OF THE CITY TO THE EXTENT OF THE LIABILITY APPORTIONED TO THE CITY. THE PARTIES RECOGNIZE THAT NOTHING IN THIS PARAGRAPH SHALL BE CONSTRUED AS A WAIVER BY THE CITY OF ITS SOVEREIGN IMMUNITY AND THAT THIS PARAGRAPH DOES NOT CREATE, AND SHALL NOT BE CONSTRUED AS CREATING, ANY RIGHT ENFORCEABLE BY ANY PERSON NOT A PARTY TO THIS AGREEMENT.**

#### 10.00 INDEPENDENT CONTRACTOR

Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it under the terms of this Contract Renewal. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between City and contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for its acts and the acts of its employees as they relate to the services to be provided during the course and scope of their employ, except to the extent such services are performed in accordance with the specific directions of the City. Contractor, its agents and employees shall not be entitled to any rights or privileges of City employees and shall not be considered in any manner to be a City employee(s).



## 11.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract Renewal) and promptly pay all taxes required by the City and by the State.

## 12.00 TERM

This Contract Renewal shall be for a term beginning on the effective date of September 1, 2013, pursuant to Section 7 and continuing through August 31, 2018.

## 13.00 INSURANCE

The Contractor shall at all times during the Contract Renewal maintain in full force and effect Employer's Liability, Workers Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of Section 9.00. All insurance shall be by insurers and for policy limits acceptable to the City; and before commencement of work hereunder the Contractor agrees to furnish to the City certificates of insurance or other evidence satisfactory to the City to the effect that such insurance has been procured and is in force. The certificates shall contain the following express obligations:

"This is to certify that the policies of insurance described herein have been issued to the insured for which this certificate is executed and are in force at this time. In the event of cancellation, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of the Contract Renewal, the Contractor shall carry the following types of insurance in at least the limits specified below:

Workers Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability	\$500,000 each occurrence
Except Automobile	\$1,000,000 aggregate
Automobile Bodily Injury	\$500,000 each person
Liability	\$1,000,000 each occurrence
Automobile Property Damage	\$500,000 each occurrence
Excess Umbrella Liability	\$1,000,000 each occurrence

As an alternative to the above, Contractor may insure the public liability and property coverage under a plan of self insurance. Each insurance policy with respect to public

liability insurance may provide for a performance bond in the amount of one hundred thousand dollars and no cents (\$100,000.00) with the result that the Contractor is its own insurer to the extent the coverage may be provided by the Contractor's parent corporation. The Contractor agrees to furnish the City with certificates satisfactory to the City evidencing such plan of self insurance.

The Contractor shall provide the City with thirty (30) days prior written notice of any change in insurance coverage which would cause Contractor's insurance coverage to be for amounts less than required by this Contract Renewal.

#### 14.00 BASIS AND METHOD OF PAYMENT

##### 14.01. Collection and Disposal Rates.

- (a) The rate for collection services required to be performed pursuant to Sections 4.01 (a), (b) and (c) shall be the rates set forth in Exhibit "C", attached hereto and made a part hereof subject to adjustment in accordance with Section 14.02, to be effective September 1, 2013.
- (b) For special collection provided by the Contractor pursuant to Section 4.01 (d), the charges are listed in Exhibit "C" and are determined by the amount of cubic yards to be collected.
- (c) The Refuse collection charges provided by Sections 14.01 (a)-(c) shall include all disposal costs.
- (d) In the event that any commodity collected shall not be marketable for a period of sixty (60) days or longer, City and Contractor upon mutual agreement, shall eliminate that commodity from the Recyclable Materials program and this Contract Renewal.

14.02. Rate Adjustments. The rates set forth in the Contract Renewal shall remain effective for the period of one (1) contract renewal year from the effective date of this Contract Renewal. On October 1<sup>st</sup> of each year (beginning in the year 2014), any or all rates may be increased or decreased based on the DFW CPI-U, the price of diesel fuel as reported by the Department of Energy, Energy Information Administration, and the published disposal costs of the Garland, Texas landfill.

At least sixty (60) days prior to the date anniversary each year, the Contractor shall notify the City of any such proposed rate adjustment, and upon request, provide the supporting data that is the basis for the rate adjustment. Any justifiable increase or decrease will be determined by the City.

In addition, the above-defined rates may be adjusted annually by mutual written agreement between the City and the Contractor in the event of (i) changes in any laws, ordinances, regulatory requirements or guidelines including changes in construction or interpretation thereof or change in the manner or method of construction or interpretation thereof or change in the manner or method of

enforcement thereof; (ii) orders, judgments or directives of any court or governmental body of instrumentality thereof; The Contractor shall provide the City documents and records in sufficient detail to reasonably establish the basis to any requested rate adjustment(s) at the time of the request and the City will act reasonably in determining whether it agrees to any such request for a rate increase.

All above-mentioned rate adjustment procedures are agreed to and understood to apply to any and all services provided to commercial and industrial customers as well as residential customers.

14.03. Contractor to Act as Collector. The Contractor shall submit statements to and collect from all Commercial and Industrial Units for services provided by the Contractor pursuant to Section 4.01(c) (including Shared Dumpsters).

14.04. Delinquent and Closed Accounts.

- (a) The Contractor shall discontinue Refuse collection service at any Residential Unit as set forth in a written notice sent to it by the City. Upon further notification by the City, the Contractor shall resume Refuse collection on the next regularly scheduled collection day.
- (b) The Contractor shall have the right to discontinue Refuse collection service at any Commercial and Industrial Unit or Shared Dumpster delinquent in its payments.

14.05. Contractor Billings to City. The Contractor shall bill the City for service rendered to Residential Units within ten (10) days following the end of the month and the City shall pay the Contractor on or before the fifteenth (15<sup>th</sup>) day following the receipt of the invoice. Such billing and payment shall be based on the price rates and schedules set forth in this Contract Renewal. The Contractor shall be entitled to payment for services rendered to Residential Units irrespective of whether or not the City collects from the customer for such service.

14.06. New Accounts and Account Changes. The City shall notify the Contractor of all new accounts by email or fax (if network non-operational), during working hours. Residential Polycart Containers and Recycling Containers requested on this list will be delivered on the resident's move-in day or within three (3) days after the day of request from the City, whichever is later. Service will begin during the next regularly scheduled collection day after the delivery of the cart or container. The Contractor shall notify the City of any account changes in writing on the same day the account change requests have been implemented.

14.07. Charges for Containers Not Returned. Contractor shall be entitled to collect a Container Replacement Charge applicable to each Container, Polycart Container, or Recycling Container, in the amount set forth on Exhibit "C," from any Terminating Customer (as defined below) who does not return to Contractor (by pickup by Contractor) each Container, Polycart Container, and Recycling Container delivered to such customer by or on behalf of Contractor in connection with the provision of services by Contractor under this Agreement. The City shall use its best

efforts to collect from any Terminating Customer the Container Replacement Charge(s) set forth on Exhibit "C". All such Container Replacement Charges shall be paid over to Contractor by the City with the next monthly invoice payment or (upon termination of this Contract Renewal, within thirty (30) days of receipt by the City from the customer). As used herein, a "Terminating Customer" is a customer whose service with Contractor terminates, whether due to the customer's relocation or upon the termination of this Contract Renewal.

Commercial and construction waste containers will be delivered to customers within twenty-four (24) hours (excluding Sunday) of City notification.

#### 15.00 OWNERSHIP

Title to Refuse, Dead Animals and Recyclable Materials, except special, hazardous or non-conforming Refuse shall pass to Contractor when placed in Contractor's collection vehicle, removed by Contractor from a Bin or Container, or removed by Contractor from the customer's premises, whichever last occurs. Title to special, hazardous or non-conforming Refuse and to Hazardous Waste shall not pass to Contractor, but shall remain with the Customer that generated such waste.

#### 16.00 CONTRACT RENEWALOR FEE

The Contractor shall pay to the City five percent (5%) of all amounts received by the Contractor for all Commercial and Industrial Refuse collection and disposal services provided pursuant to this Contract Renewal. Such payment shall be made to the City on or before the 20th day of each month for amounts received by the Contractor for the performance of services during the immediately preceding month. The Wylie Independent School District (WISD) is excluded from this franchise fee.

#### 17.00 RECYCLE REVENUE SHARING

Contractor shall remit six dollars and twenty-five cents (\$6.25) per ton of recycle material collected in the City. Recycle revenue will adjust as commodity prices adjust per Exhibit D. The recycle revenue sharing will be remitted to the City of Wylie.

#### 18.00 BOOKS AND RECORDS

The City and Contractor agree to maintain at their respective places of business adequate books and records relating to the performance of their respective duties under the provisions of this Contract Renewal and such books and records shall be made available at any time during business hours for inspection by the other party, at the inspecting party's expense, upon reasonable advance notice; provided, however, the City may not inspect or audit any books and records pertaining to the cost of Contractor's operations, except to the extent pertaining to increases in the fees which may be charged by Contractor under Section 14.02; but the City may inspect for the purpose of, including but not limited to, verifying and auditing payments made pursuant to Section 16.00.

## 19.00 TERMINATION FOR CAUSE

If at any time the Contractor shall fail to substantially perform terms, covenants or conditions herein set forth, the City shall notify Contractor by registered or certified mail addressed to the Contractor at the address set forth herein of specific reasons in support of the City's claim that the Contractor has substantially breached the terms and provisions of this Contract Renewal. Contractor shall be allowed a thirty (30) day period from the date of receipt of said notice from City to remedy any failure to perform. Should the City deem the failure to perform remedied, no hearing shall be held.

Should Contractor fail to remedy its performance, the City, after a hearing described herein, may terminate this Contract Renewal and the rights and privileges granted to Contractor herein. A notice shall be sent to Contractor no earlier than ten (10) days before a hearing is scheduled. The notice shall specify the time and place of the hearing and shall include the specific reasons in support of the City's claim that the Contractor has substantially breached the terms and provisions of this Contract Renewal. Should the City still deem Contractor to have failed in its performance, said hearing shall be conducted in public by the City Council of the City and the Contractor shall be allowed to be present and shall be given opportunity to answer such claims as are set out against it in the aforesaid notice. If, after said public hearing, the City Council makes a finding that Contractor has failed to provide adequate refuse collection service for the City, the City Council may, by a majority vote, terminate this Contract Renewal.

## 20.00 NOTICES

Any notice required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party of the address set forth below:

If to the City, at: 300 Country Club Drive  
Wylie, Texas 75098  
Attn: City Manager

If to the Contractor, at: 2010 California Crossing  
Dallas, Texas 75220-2310  
Attn: President

or such other addresses as the parties may hereafter specify by written notice delivered in accordance herewith.

21.00 APPROVAL

This Contract Renewal shall not be considered fully executed or binding on the City or the Contractor until the same shall have been executed by the Contractor, the Mayor and the City Secretary of the City.

## 22.00 AMENDMENT

No amendment to this Contract Renewal shall be made except upon the written consent of the parties. No amendment shall be construed to release either party from any obligation under this Contract Renewal except as specifically provided for in such amendment.

## 23.00 FORCE MAJEURE

Notwithstanding anything herein to the contrary, Contractor shall not be liable for the failure, or delay of, performance of its duties if such failure is caused by a catastrophe, riot, public disturbance, accident, military authority, war, act of terrorism, governmental order or regulation, fire, act of God or other similar or different contingency beyond the reasonable control of Contractor.

## 24.00 SEVERABILITY

In the event that any provision or portion hereof shall be found to be invalid or unenforceable, then such provision or portion thereof shall be performed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of this Contract Renewal shall not affect the validity or enforceability of any other provision or portion of this Contract Renewal.

## 25.00 ENTIRE CONTRACT

This Contract Renewal constitutes the entire understanding between the parties hereto and cancels and supersedes all prior negotiations, representations, understandings and agreements, either written or oral, with respect to the subject matter hereof.

## 26.00 COUNTERPARTS

This Contract Renewal may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

## 27.00 VENUE

This Contract Renewal shall be construed under and in accordance with the laws of the State of Texas and venue shall be in Collin County, Texas.

## 28.00 ORDINANCES

The Contractor shall conduct Operations under this Contract Renewal in compliance with all applicable ordinances of the City; provided however, the requirements of this Contract Renewal shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject.

#### 29.00 AUTHORITY TO EXECUTE

The individuals executing this Contract Renewal on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Contract Renewal to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Contract Renewal in order for the same to be an authorized and binding Contract Renewal on the party for whom the individual is signing this Contract Renewal and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

#### 30.00 ASSIGNMENT

This Contract Renewal shall not be assigned, unless approved by the City Council prior to the assignment. Notwithstanding the preceding sentence, Contractor may assign its right to receive payments under this Contract Renewal in connection with any lending arrangement of Contractor or any of its affiliates.

#### 31.00 SOVEREIGN IMMUNITY

The parties agree that the City has not waived its sovereign and/or governmental immunity by entering into and performing its obligations under this Contract Renewal.

#### 32.00 MISCELLANEOUS DRAFTING PROVISIONS

This Contract Renewal shall be deemed drafted equally by all parties hereto. The language of all parts of this Contract Renewal shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Contract Renewal are for the convenience of the parties and are not intended to be used in construing this document.

#### 33.00 NO THIRD PARTY BENEFICIARIES

Nothing in this Contract Renewal shall be construed to create any right or obligation on any third party not a signatory to this Contract Renewal, and the parties do not intend to create any third party beneficiaries by entering into this Contract Renewal.

**IN WITNESS WHEREOF**, we, the contracting parties, by our duly authorized agents, hereto affix our signatures and seals as of the 1<sup>st</sup> day of March, 2013.

**CITY OF WYLIE, TEXAS**

A Municipal Corporation of Texas

By: \_\_\_\_\_  
Mindy Manson, City Manager

**ATTEST:**

\_\_\_\_\_  
Carole Ehrlich, City Secretary

**COMMUNITY WASTE DISPOSAL L.P.**

By: \_\_\_\_\_  
Greg A. Roemer, President

**ATTEST:**

\_\_\_\_\_



**EXHIBIT "A"**  
**SPECIAL PROVISIONS**  
**CITY OF WYLIE, TEXAS**  
**EFFECTIVE SEPTEMBER 1, 2013**

I. City Facilities. Bin collection service for City of Wylie facilities shall be provided at no charge, with bins to be provided by the Contractor. Contractor will also provide recycle service for City facilities at no charge.

II. Extreme Green Campaign.

A. Contractor shall provide 2 Extreme Green clean up events per year. Contractor shall hold the event within the Wylie City limits at a site agreed upon by the City and the contractor. The event shall last for four (4) hours unless a different time frame is agreed upon by the City and contractor in writing. At the events contractor will provide **residential** collection and disposal for:

- Household hazardous waste
  - Florescent bulbs
  - Paints, wood stains
  - Pool Chlorine and acid
  - Some pesticides
  - Aerosols
  - Flammables
  - Antifreeze
  - Caulk, Joint compound
  - RCRA Empty
  - Oxidizers, organic peroxids
  - Organic compounds
- Electronics
  - Analog computer
  - Computer Router
  - Mainframe computer

- Personal computer
- Cable TV transmitting or receiving equipment
- Flatbed scanner
- Media storage device
- Satellite TV transmitting equipment
- CD rom drive
- Telephone (cellular, cordless, wireless)
- Microcomputer
- Computer mouse
- Computer disk drives
- Printer
- Minicomputer
- TV (CRT, LCD, Plasma, Flat screen)
- Computer terminal
- Computer keyboard
- Desktop computer

- Household metal appliances

- Refrigerator
- Freezer
- Washer
- Dryer
- Microwave
- Stove/oven

- Automotive tires

- Standard passenger and SUV tires
- ATV tires
- Standard light duty truck tires

- Lawnmower tires
- Document shredding
  - Blank statements
  - Old bills
  - Confidential information

Any changes to the agreed upon definitions will be mutually agreed upon by the contractor and the City. The cost for the clean-up green-up events will be contained in Exhibit C of this Contract Renewal.

### III. Informational Services.

- A. Contractor also agrees to support environmental educational opportunities within the City, as well as other local festivals, events and fundraisers.
- B. Contractor agrees to link its website to the City's website in order to make available solid waste and recycling information and list the City information on Contractor's website.

### IV. Polycart Containers. Contractor agrees to deliver Polycart Containers to new customers on the customer's move-in date or within three (3) days after the day of request from the City, whichever is later. If a Polycart Container must be changed out or repaired, Contractor will deliver a substitute Polycart Container within one week after the day of request from the City or customer.

### V. Pavement Damage in Alleys.

- A. In addition to the obligation created by Section 5.13 of the Contract Renewal, Contractor shall be responsible for the repair of damage to paved surfaces in alleys when such damage is caused by the Contractor's collection equipment. Substantiation of cause shall be by mutual agreement of both parties.
- B. Within fifteen (15) days after receipt of a notice of damage, pending substantiation of cause and mutual agreement of both parties as outlined in Section 26.05(a), the Contractor shall arrange for satisfactory repair of the alley pavement or repairs, which will be performed by City forces and the City shall be reimbursed on a time and materials basis. Reimbursement for materials and labor shall be in the form of a credit on the Contractor's next monthly billing for Residential collection service.
- C. If the parties cannot reach agreement on the above-referenced liability, damage, or cost of repair; then, the parties agree to submit the matter to non-binding arbitration in accordance with the arbitration rules of the American Arbitration Association.

**EXHIBIT “B”**  
**PERFORMANCE STANDARDS**  
**CITY OF WYLIE, TEXAS**  
**EFFECTIVE SEPTEMBER 1, 2013**

**I. Residential and Commercial Collection**

- A. Schedule: Once Weekly.
- B. Hours of Operation: 7:00 a.m. – 7:00 p.m.
- C. Placement: Curbside or Alley
- D. Approved Containers:

Polycart Containers, 95 gallons in capacity, maximum weight 175 pounds. All refuse must fit inside the polycart with the lid closed; nothing outside the polycart will be collected with the regularly scheduled weekly service. Plastic bags may be used inside the polycart.

- E. Spillage: Any spillage caused by Contractor will be picked up immediately. Spillage caused by others or by inadequate containers will be the producer's responsibility.

**F. Brush and Bulky Item Collection:**

CONTRACTOR will make weekly, brush and bulky collection available to Wylie residents on a “call as needed” basis with a limit of (6) cubic yards per call and (24) cubic yards per year, per household. Requests for bulk pickup beyond the (24) cubic yards per year maximum will be charged to the resident requesting additional bulk service.

Special collection of brush and bulky items will be made available to Residents at the rate contained in Exhibit “C”. Residents must call Contractor's dispatch office to schedule collection.

**Approved Containers:**

- (a) Polycarts
- (b) Bundles placed at the curb or alley.
- (c) Maximum weight bundle or container is not to exceed that which can be lifted by two men, weight less than 150 pounds, and not to exceed 4 ft. x 4ft. x 8ft.

**G. Commercial Cart Collection**

Customers with an average weekly volume exceeding two (2) polycarts twice a week will be required to use container service unless there are extraordinary circumstances. Any dispute in average weekly volume will be submitted to City officials for decision.

H. Extreme Green:

Contractor will hold two (2) events per year wherein residents are allowed to bring disposal items to the contractor at a site agreed upon by the City and the Contractor. The event will last four (4) hours unless contractor and City agree, in writing to shorten the event. Items collected at the event will include, items listed in Exhibit "A".

Residential Recycling

I. Schedule: One (1) time weekly.

J. Hours of Operation: 7:00 a.m. – 7:00 p.m.

K. Placement: Curbside or Alley

L. Approved Containers:

1. Recycling 95 gallon Polycart.

II. Commercial Container Collection

A. Schedules Available: Up to five times weekly.

B. Hours of Operation: 7:00 a.m. – to completion or 6:00 a.m. to 7:00 p.m. in non-residential areas.

C. New Service: Requests for new service will be filled within five (5) working days.

D. Extra Collections: If notified by 10:00 a.m. on service day, extra pick up will be performed that day. After 10:00 a.m., we will attempt to make the pick up that day. If unable, it will be made the following service day. There is a charge for extra pickups and refills.

E. Container Maintenance: Containers that have been damaged will be exchanged or repaired by the contractor.

F. Gates and Enclosures: If a container is located in an enclosure with a gate a fee of \$8.75 per container per pickup will be assessed. This fee does not apply unless the enclosure does have a Gate.

G. Odor and Insect Control: The customer will be responsible for odor and insect control in and around containers.

- H. Casters: Casters and locks are available on containers at a charge of \$8.75 per container per pickup.
- I. Non-Payment: Customers will be notified in writing when thirty (30) days past due. If unpaid after forty-five (45) days, customer will be notified in writing that service is being suspended until account is paid in full. A copy will be sent to the Finance Department and City Code Enforcement.

### III. General

- A. Office Hours: 8:00 a.m. – 5:00 p.m. Monday – Friday.
- B. Holidays: New Years, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas. Pickups scheduled for these days may be omitted by Contractor; however, refuse collection service at residential units will be performed no less than once per week.

**EXHIBIT “C”  
CITY OF WYLIE, TEXAS  
EFFECTIVE SEPTEMBER 1, 2013**

**RESIDENTIAL REFUSE AND RECYCLING SERVICE:** **SEPTEMBER (2013 Rate)**

Residential – Single Family	\$8.38
Duplex Unit – Per Unit	\$8.38
Trailer Park – Per Unit	\$8.38
Additional Polycart Container, Per Unit	\$3.62
Extreme Green service fee	\$0.40

**COMMERCIAL SERVICE:**

Commercial Hand Collection, per 95 gallon polycart	
Automated Collection Cost:	
Once per week	\$24.40
Two carts once per week	\$46.38

**Front Load Container Rates**

	1 x wk	2 x wk	3 x wk	4 x wk	5 x wk	6 x wk
2 cu yd	\$ 56.55	\$120.74	\$222.55	\$310.53	\$403.01	\$ 496.99
3 cu yd	\$ 77.93	\$145.20	\$241.98	\$335.16	\$451.82	\$ 536.75
4 cu yd	\$ 98.58	\$184.26	\$258.40	\$359.82	\$463.22	\$ 574.51
6 cu yd	\$115.01	\$210.60	\$295.74	\$407.45	\$529.53	\$ 654.04
8 cu yd	\$128.44	\$241.75	\$333.06	\$456.74	\$590.97	\$ 731.58

**Additional Charges**

Additional charge of \$9.06 per pick up for containers on Casters  
 Additional charge of \$9.06 per pick up for containers with 4 sided enclosures  
 Additional charge of \$9.06 per pick up for containers with locks

8 cubic yard Cardboard Recycling Container 1 X per week	\$84.28
8 cubic yard Cardboard Recycling Container 2 X per week	\$176.74
Front load container exchange charge	\$ 76.00

Residential Open Top Roll	\$395.00
(Rate includes delivery, 1 week’s rental, 1 haul (two (2) tons of disposal))	

**Extra Pick Ups**

2 cubic yard	\$50.54
3 cubic yard	\$51.65
4 cubic yard	\$52.78
6 cubic yard	\$55.03

8 cubic yard	\$56.16
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Refills

2 cubic yard	\$39.32
3 cubic yard	\$40.42
4 cubic yard	\$41.54
6 cubic yard	\$43.79
8 cubic yard	\$44.93

ROLLOFF CHARGES:

20 cubic yard per haul	\$527.98 (M-F)
30 cubic yard per haul	\$539.51 (M-F)
40 cubic yard per haul	\$574.06 (M-F)
Delivery and Exchange	\$404.77 (M-F)
Daily Container Rental	\$ 8.17

COMPACTORS:

6 cubic yard compactor haul charge	\$290.20 (M-F)
8 cubic yard compactor haul charge	\$325.98 (M-F)
30 cubic yard compactor haul charge	\$539.51 (M-F)
35 cubic yard compactor haul charge	\$539.51 (M-F)
42 cubic yard compactor haul charge	\$539.51 (M-F)

Disposal will be billed at \$34.11 per ton; rates based on 4 ton minimum.

<u>Returned check Charge</u>	\$26.31
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GROSS VEHICLE WEIGHT LIMITS:

Contractor reserves the right to adjust the size of commercial containers and the frequency of collections of such containers if contractor determines that hauling an individual roll-off container will cause contractor to exceed its maximum license limits as approved by the State of Texas for gross vehicle weight (GVW). In such instances contractor shall give notice to the customer and adjust the size of said containers an/or the frequency of service to achieve compliance with GVW limits. For all GVW pounds in excess of 54,000 pounds contractor may charge the commercial customer two and one-half (2.5) times the standard disposal fee.



## COMMERCIAL RATES FOR WYLIE INDEPENDENT SCHOOL DISTRICT

### Front Load Container Rates

Size/Pickup	<u>1 x week</u>	<u>2 x week</u>	<u>3 x week</u>	<u>4 x week</u>	<u>5 x week</u>	<u>6 x week</u>
2 Cu Yd	\$ 67.91	\$129.78	\$180.71	\$252.16	\$327.27	\$403.57
3 Cu Yd	\$75.19	\$141.90	\$196.48	\$272.16	\$366.88	\$435.86
4 Cu Yd	\$80.05	\$149.18	\$209.83	\$292.17	\$375.68	\$466.54
6 Cu Yd	\$93.39	\$171.01	\$240.15	\$330.86	\$429.98	\$531.11
8 Cu Yd	104.31	\$192.84	\$270.46	\$370.89	\$479.90	\$594.05

WISD front load rates are net to contractor, does not include billing fee, franchise fee and sales tax do not apply.

### **CITY BILLS RESIDENTIAL**

**COMMUNITY WASTE DISPOSAL BILLS COMMERCIAL & ROLLOFF (Includes 5% Contractor Fee, excluding WISD)**

**CITY ACCOUNT #9015397**

**CONTACT UTILITY BILLING**

**972.442.8131 – FAX 972.442.8105**

**EXHIBIT “D”**  
**CITY OF WYLIE, TEXAS**  
**EFFECTIVE SEPTEMBER 1, 2013**

**RECYCLE REBATE REVENUE CALULATIONS:**

Total Revenue from the sale of all commodity (collected in the City of Wylie) times (60%)  
minus total processing fees.

Example;

Total Revenue from the sale of commodity	\$243,191.37
City Share of Gross Revenue (60%)	\$145,914.82
Less total processing fee	<u>\$131,069.49</u>
Revenue due to the City	\$ 14,845.33

Current Value = \$6.25 per ton.

**NOTES**

Processing fee will be adjusted annually based on DFW CPIU  
Component % will be periodically adjusted based on plant actual results.  
Per ton value shall not exceed \$40.00